



City of Santa Clara

Joint Meeting Agenda of the Council and Authorities Concurrent and Santa Clara Stadium Authority

Tuesday, December 14, 2021

2:30 PM

Virtual Meeting
2:30 PM Closed Session
5:30 PM Open Session

Pursuant to the provisions of Government Code Section 54953(e) and City of Santa Clara Resolution 21-9023, the City Council meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:

- o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833

- Via the City's eComment (now available during the meeting)

- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

2:30 PM CLOSED SESSION

Call to Order

Roll Call

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

- 1.A 21-1737** [Public Employee Appointment \(Gov. Code §§ 54957, 54954.5, subd. \(e\).\)](#)
[Title: Executive Recruiter for City Attorney](#)

1.B 21-1716 [Conference with Real Property Negotiators \(CC\)](#)

	APN	Property Address	Property Owner (Name)
1	224-63-020	2380 Lafayette Street, Santa Clara	Dinapoli Family, LP
2	224-63-006	985 Memorex Drive, Santa Clara	Dinapoli Family, LP
3	224-67-023	2199 Ronald Street, Santa Clara	Richard Rossi, Tr.
4	224-66-005	2222 Ronald Street, Santa Clara	Portisi Investments, LLC
5	224-66-003	2122 Ronald Street, Santa Clara	JB Manufacturing, LLC
6	224-05-093	1040 Di Giulio Avenue, Santa Clara	Jon Anderson, Tr.
7	224-05-043	1034 Di Giulio Avenue, Santa Clara	Curtis Chew, Tr.
8	224-05-044	1024 Di Giulio Avenue, Santa Clara	Dante Esposito, Tr.
9	224-05-045	996 Di Giulio Avenue, Santa Clara	Dorothy Luth, Tr.
10	224-05-046	982 Di Giulio Avenue, Santa Clara	Sunding Brothers, LLC
11	224-05-047	962 Di Giulio Avenue, Santa Clara	Sunding Brothers, LLC
12	224-05-048	942 Di Giulio Avenue, Santa Clara	Aaron Smith
13	224-05-049	934 Di Giulio Avenue, Santa Clara	Timmy Chun
14	224-05-050	2200 Lafayette Street, Santa Clara	Better Melon LLC
15	224-67-042	2206 Lafayette Street, Santa Clara	Felix Panis
16	224-67-048	2222 Lafayette Street, Santa Clara	Huy Nguyn
17	224-67-028	2234 Lafayette Street, Santa Clara	Posouvat se, LLC
18	224-03-080	2265 Lafayette Street, Santa Clara	SEW LLC

Convene to Closed Session

5:30 PM JOINT COUNCIL/STADIUM MEETING

**Open Session is to begin at 5:30 PM or shortly thereafter*

Pledge of Allegiance and Statement of Values

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

- 2.A 21-174 [Task Force on Diversity, Equity, and Inclusion Update \(October-December 2021\)](#)**
- 2.B 21-1673 [Verbal Report from City Manager regarding COVID-19 Pandemic](#)**
- 2.C 21-1717 [Verbal Report Update from City Manager Regarding the Local Drought Emergency](#)**

AGENDA ITEMS CONTINUED/DEFERRED FROM DECEMBER 7, 2021

3. **21-1736** [Action on Adoption of a Resolution Approving 2022 Salary Plans for Classified and Unclassified Employees, Including City Manager, Pursuant to Council’s Approved Cost of Living Increases effective December 26, 2021 \(Continued from December 7, 2021\)](#)

Recommendation: Adopt a Resolution approving the updated and amended salary plans for various classified and unclassified positions including the position of City Manager to satisfy the requirements of California Code of Regulations Section 570.5 effective December 26, 2021.

4. **21-1731** [Action on Amendment No. 1 for the Agreement with Accela, Inc. for Land Management Software and Related Budget Amendment \(Continued from December 7, 2021\)](#)

Recommendation:

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement and order documents with Accela, Inc. to purchase additional software licenses for Land Management Software and increase the maximum compensation by \$1,420,640 for a total maximum contract compensation of \$2,639,300, subject to the appropriation of funds; and
2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve a FY 2021/22 budget amendment in the General Fund to increase the Non-Departmental Citywide Programs Budget by \$48,197 and decrease the technology fee reserve by \$48,197 (**five affirmative Council votes required for use of unused balances**).

5. **Action on Approval of Various Board, Commissions and Committees Governance Items**

- A. 21-1733 [Information and Update on the Ad Hoc Committee on the Apology Letter Relating to the City's California Voting Rights Act Litigation \(Deferred from November 9, 16, and December 7, 2021\)](#)

Recommendation:

1. Review expanded scope and provide direction on staff resources to support the committee; and
2. Review the provided history and background and provide feedback on what should be posted on the Open City Hall survey as a history.

- B. 21-1734 [Action on Formalization of the Bicycle and Pedestrian Advisory Committee \(Deferred from November 9, 16 and December 7, 2021\)](#)

Recommendation: Alternatives 1, 3, 5, 8 and 9:

1. Modify BPAC membership eligibility to require that applicants must be at least 18 years of age and live or work in the City;
3. Reduce the number of BPAC members from the current maximum of nine members to seven members and phase in this change so no current member loses their position during the current term;
5. Modify how BPAC members are interviewed and appointed similar to other Boards and Commissions by having Council interview applicants and make selections;
8. Remove the requirement that a Councilmember chair the BPAC and allow the BPAC to select its own chair in July 2025 once all members of the BPAC are comprised of those who were interviewed by Council; and
9. Direct staff to bring an ordinance and revised BPAC Policy Guidelines formalizing the BPAC for Council consideration.

- C. 21-1735 [Action to Waive First Reading and Introduce an Ordinance to Amend Chapter 2.120, Entitled Boards and Commissions, to Update Boards and Commission Members Qualifications \(Deferred from November 9 and 16, 2021\)](#)

Recommendation: Waive First Reading and Introduce an Ordinance to amend Chapter 2.120, entitled Boards and Commissions, to update Boards and Commissions qualifications to be residents of the City instead of qualified electors.

6. 21-1732 [Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas \(Deferred from December 7, 2021\)](#)

Recommendation: Note and file the Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas.

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

- 7.A 21-25 [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of:
Audit Committee - September 16, 2021
Cultural Commission - November 1, 2021
Planning Commission - November 17, 2021

- 7.B 21-1742 [Action on August 24, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting; September 1, 2021 Special City Council Meeting; September 7, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting, and September 8, 2021 Joint Special Meeting City Council, Planning Commission, and Downtown Community Task Force](#)

Recommendation: Approve the Meeting Minutes of:
August 24, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting;
September 1, 2021 Special City Council Meeting
September 7, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting; and
September 8, 2021 Joint Special Meeting City Council, Planning Commission, and Downtown Community Task Force

7.C 21-931 [Action on the City of Santa Clara Audited Annual Comprehensive Financial Report \(ACFR\) and Audited Silicon Valley Power \(SVP\) Financial Statements for Fiscal Year Ended June 30, 2021, as Recommended by the City Council Audit Committee](#)

Recommendation: Note and file, as recommended by the City Council Audit Committee:

1. The audited City of Santa Clara Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2021; and
2. The audited City of Santa Clara Electric Utility Enterprise Fund (Silicon Valley Power) Financial Statements for fiscal year ended June 30, 2021.

7.D 21-1260 [Action on Award of Purchase Orders with Grand Electric & Construction Company and True Blue Automation Services for Electrical Maintenance and Repair Services](#)

- Recommendation:**
1. Authorize the City Manager to execute a Purchase Order with True Blue Automation Services for as-needed electrical maintenance and repair services Citywide including Maintenance District #183, and for an initial three-year term, with maximum compensation not-to-exceed \$309,000, subject to the appropriation of funds;
 2. Authorize the City Manager to execute a Purchase Order with Grand Electric and Construction Company for as-needed electrical repair services Citywide including Maintenance District #183 for an initial three-year term, with maximum compensation not-to-exceed \$234,000 and subject to the appropriation of funds;
 3. Authorize the City Manager to adjust maximum compensation during the initial three-year term if the demand for services exceeds the forecasted amount, subject to the appropriation of funds; and
 4. Authorize the City Manager to exercise up to two one-year options to extend the term of both purchase orders, subject to the appropriation of funds.

7.E 21-1550 [Action on an Agreement with Black & Veatch Management Consulting, LLC for Consulting Services for the Setting of Water, Sewer, and Recycled Water Rates Charged to Santa Clara Customers](#)

- Recommendation:**
1. Authorize the City Manager to execute an agreement with Black & Veatch Management Consulting, LLC to prepare rate and fee study reports for the City's water, sewer, and recycled water rates for a five-year term starting January 1, 2022 and ending on December 31, 2026, with maximum compensation not-to-exceed \$184,975 and subject to the appropriation of funds; and
 2. Authorize the City Manager to negotiate and execute amendments to the Agreement for additional related services that may be required, subject to the appropriation of funds.

7.F 21-1419 [Action on an Agreement for Services with Mesa Energy Systems, Inc. for As-Needed Heating, Ventilation, Air Conditioner and Chiller Inspection, Maintenance, and Repair Services](#)

- Recommendation:**
1. Authorize the City Manager to execute the proposed Agreement for Services with Mesa Energy Systems, Inc. for as-needed heating, ventilation, air conditioner and chiller inspection, maintenance, and repair services, in an amount not-to-exceed \$750,000 during the initial five-year term, ending December 2026, subject to the annual appropriation of funds;
 2. Authorize the City Manager to make minor changes to the proposed Agreement for Services subject to approval by the City Attorney as to form;
 3. Authorize the City Manager to execute up to five one-year options to extend the term of the proposed Agreement for Services after the initial term, ending December 2031, assuming all options are exercised, and subject to the annual appropriation of funds; and
 4. Authorize the City Manager to take actions to add or delete services consistent with the scope of the proposed Agreement for Services and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

7.G 21-1562 [Action on Delegation of Authority to the City Manager to Negotiate and Execute the Third Phase Agreement with the Northern California Power Agency for a Power Purchase Agreement with South Sutter Water District](#)

- Recommendation:**
1. Authorize the City Manager to negotiate and execute the Third Phase Agreement with Northern California Power Agency for a Power Purchase Agreement with South Sutter Water District; and
 2. Authorize the City Manager to execute administrative amendments to the Third Phase Agreement with Northern California Power Agency as may be needed from time to time during the term of the Power Purchase Agreement.

7.H 21-1636 [Action on a Resolution Delegating Authority to the City Manager to Execute Natural Gas Purchase Contracts and Related Documents for Delivery Through 2034](#)

Recommendation: Adopt a Resolution delegating authority to the City Manager, or designee, to execute on behalf of the City any and all natural gas purchase contracts (not to exceed the total of 40,000 MMBtu per day) and related documents for delivery through 2034.

7.I 21-1045 [Action on Amendment No. 1 to the Agreement for Design Professional Services with Electrical Consultants Inc.](#)

Recommendation:

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Electrical Consultants Inc to extend the term of the Agreement by two years, ending on December 31, 2023, with no change in the maximum compensation;
2. Authorize the City Manager to make minor changes to the attached Amendment subject to approval of the City Attorney as to form; and
3. Authorize the City Manager to add or delete services consistent with the scope of the agreements subject to request and justification by contractor, approval by the City, and the appropriation of funds and extend the term, if necessary, for a total term not to exceed five years.

7.J 21-1543 [Action on Amendment No. 1 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Vantage CA2 Data Center and Owens Corning Facility and Related Budget Amendment](#)

Recommendation: 1. Authorize the City Manager to execute Amendment No. 1 with Wilson, Ihrig & Associates to expand the Scope of Services, and increase maximum compensation by \$76,600 for a total not to exceed amount of \$86,600; and

2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the related FY 2021/22 budget amendment in the General Fund to increase the Community Development Department appropriation by \$76,600 and decrease the Land Sale Reserve by \$76,600. **(five affirmative Council votes required for the use of unused balances).**

7.K 21-1627 [Action on Amendment No. 3 to the Exclusive Negotiation Agreement with Habitat for Humanity East Bay / Silicon Valley for 3575 De La Cruz Boulevard](#)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 3 to the Exclusive Negotiation Agreement (ENA) with Habitat for Humanity East Bay / Silicon Valley for the development 3575 De La Cruz Boulevard.

- 7.L 21-1620 [Adoption of a Resolution Recognizing and Supporting the Amah Mutsun Tribal Band in Protecting Their Sacred Lands of Juristac from Development by Public or Private Entities, and Instruct the Mayor to Send a Letter to Santa Clara County](#)

Recommendation: Adopt a Resolution Recognizing and Supporting the Amah Mutsun Tribal Band in Protecting Their Sacred Lands of Juristac from Development by Public or Private Entities, and Instruct the Mayor to Send a Letter to Santa Clara County.

- 7.M 21-1674 [Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency](#)

Recommendation: Adopt a Resolution finding the continued existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

- 7.N 21-1464 [Action on Appointment of Members to the Bicycle and Pedestrian Advisory Committee](#)

Recommendation: Appoint Jane Casamajor, Bruce Donoghue, and Sukrit Ganesh to serve three-year terms on the Bicycle and Pedestrian Advisory Committee, expiring on December 31, 2024. Appoint Cecily Cox to serve a one-year term on the Bicycle and Pedestrian Advisory Committee, expiring on December 31, 2022.

- 7.O 21-1659 [Action to Waive First Reading and Introduce an Ordinance Amending Chapter 13.10 "Sewers" of Title 13 "Public Services" of the City of Santa Clara Code to Modify Regulations Regarding Pretreatment Programs to Conform with Recent Updates to the Regional Wastewater Facility Requirements](#)

Recommendation: Waive first reading and introduce the ordinance amending City of Santa Clara Code Section 13.10 (Sewers)

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

8.A 21-1459 [Action on Stadium Authority Bills and Claims for the Month of August 2021](#)

Recommendation: Approve the list of Stadium Authority Bills and Claims for August 2021.

8.B 21-1596 [Action on Stadium Authority Bills and Claims for the Month of September 2021](#)

Recommendation: Approve the list of Stadium Authority Bills and Claims for September 2021.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

9. 21-930 [Action on FY 2020/21 Budget Year-End Report and Approve the Related Budget Amendments](#)

- Recommendation:**
1. Note and file the FY 2020/21 Budget Year-End Report;
 2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the FY 2020/21 Budget Amendments to address necessary budget ratifications as set forth in Attachment 1 of this report (**five affirmative Council votes required for revenue actions and the use of unused balances as noted for each item in Attachment 1**);
 3. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” Approve the FY 2021/22 Budget Amendments as set forth in Attachment 2 of this report (**five affirmative Council votes required for revenue actions and the use of unused balances as noted for each item in Attachment 2**); and
 4. Direction, if any, by the City Council regarding initiatives to be funded by the \$400,000 allocation included in this report.

10. 21-1251 [Action on the Warburton Avenue - Civic Center Drive Area Parking Analysis](#)

Recommendation: Alternative 1: Approve the Warburton Avenue - Civic Center Drive Area Parking Analysis and direct the City Manager to include a budget proposal for Council consideration to fund a new project for installing diagonal parking on Civic Center Drive between Lincoln Street and Warburton Avenue as part of the Biennial 2022/23 and 2023/24 Capital Improvement Program budget process.

11. 21-1629 [Action on Whether to Accept a Formal Recommendation from the Task Force on Diversity, Equity, and Inclusion Regarding the City's Model for Electing its Chief of Police](#)

Recommendation: Provide direction on whether to accept the formal letter of recommendation from the Task Force on Diversity, Equity, and Inclusion in support of the City's model of electing its Chief of Police and hold harmless on this topic the City Manager from any and all actions that may violate the Political Reform Act or FPPC regulations.

12. 21-1577 [Discussion and Possible Direction on Consideration of the Sale of the Loyaltan Ranch Property \(Continued from October 26, 2021\)](#)

Recommendation: Staff has no recommendation and is seeking Council direction on whether additional steps toward the sale of the Loyaltan Ranch Property should be implemented.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, January 11, 2022.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive \$30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-1737

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Public Employee Appointment (Gov. Code §§ 54957, 54954.5, subd. (e).)

Title: Executive Recruiter for City Attorney



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-1716

Agenda Date: 12/14/2021

SUBJECT

Conference with Real Property Negotiators (CC)

Pursuant to Gov. Code § 54956.8

Property: 2206 Lafayette St, APN 224-67-042

City/Authority Negotiator: Deanna J. Santana, City Manager/Executive Director (or designee)

Negotiating Parties: Felix and Remelita Panis

Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)



Agenda Report

21-174

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Task Force on Diversity, Equity, and Inclusion Update (October-December 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

At the January 12, 2021 City Council (Council) meeting, the Council requested that the updates on the Task Force on Diversity, Equity, and Inclusion's (Task Force) work effort be provided to the Council on a quarterly basis.

DISCUSSION

Task Force Chair Neil Datar will provide a verbal update on the Task Force's work effort from October to December 2021, including its latest community listening session and a recap on the Task Force's recent recommendation to Council based on the Observance of Columbus Day and Indigenous Peoples' Day survey (Attachment 1).

ENVIRONMENTAL REVIEW

This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no fiscal impact other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

Reviewed by: Genevieve Yip, Management Analyst

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. RTC 21-1689



Agenda Report

21-1689

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on the Task Force on Diversity, Equity, and Inclusion's Recommendation on the Observance of Indigenous Peoples' Day

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council (Council) to observe Indigenous Peoples' Day instead of Columbus Day. In an effort to inform the decision-making process, the Task Force on Diversity, Equity and Inclusion (Task Force) was asked to conduct a review of this issue and submit a recommendation to the full Council.

Consistent with the Task Force's mission statement to involve the community when developing recommendations for changes in government policies, structures, services, and culture that negatively impact or do not fully benefit historically disenfranchised communities, the Task Force worked with staff to develop a community survey to gather public input on the City's observance of Columbus Day and Indigenous Peoples' Day.

At its October 29, 2020 Task Force meeting, the Task Force voted to form a subcommittee ("Considerations of Historical Recognitions Subcommittee") to work with City staff to conduct research related to the renaming of Columbus Day, develop a community survey that respectfully considered the historical significance of Columbus Day and Indigenous Peoples' Day, and identify methods for engaging the public.

At the November 9, 2020 Task Force meeting, former Chair Darius Brown reported that the subcommittee would be reaching out to Native American organizations in Santa Clara County for feedback on the draft survey. Staff presented the draft survey to the Task Force for input at their February 25, 2021 meeting. At the April 12, 2021 Task Force meeting, the Task Force approved the Observance of Columbus Day and Indigenous Peoples' Day survey and directed staff to move forward with the survey as well as translate the survey in the languages provided by the City before its release.

The Observance of Columbus Day and Indigenous Peoples' Day survey was conducted from October 21 through November 12, 2021. The public had the option of participating in the survey by taking the survey online on the Task Force's page: www.SantaClaraCA.gov/EquityTaskForce <<http://www.SantaClaraCA.gov/EquityTaskForce>>, completing a hard-copy survey, which was made available at the Senior Center, Central Park Library, Northside Branch Library, and

Mission Branch Library, or by emailing their comments to the Task Force directly at EquityTaskForce@SantaClaraCA.gov <<mailto:EquityTaskForce@SantaClaraCA.gov>>. The survey was promoted via the City's communications channels (GovDelivery, Facebook, Twitter, Instagram, and NextDoor), and was made available in English, Spanish, Vietnamese, Chinese, Japanese, Korean, Portuguese, Hindi, and Tagalog.

Staff is bringing forward the Task Force's recommendation made at their November 22, 2021 meeting to Council for their consideration, as discussed below.

DISCUSSION

At the November 22, 2021 Task Force special meeting, staff reported on the results of the Observance of Columbus Day and Indigenous Peoples' Day survey. The report (RTC 21-1668), along with responses collected, is included with this report as Attachment 1.

The City received a total of 815 responses representing 40.75 hours of public comment. The table below summarizes all responses received.

Response to "Please select your position on the observance of Columbus Day and Indigenous Peoples' Day."	Responses Received	Total # of Responses	Percentage
Maintain Status Quo: Observe Columbus Day on the 2 nd Monday of October	142	815	17%
Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2 nd Monday of October	438	815	54%
Observe both Columbus Day and Indigenous Peoples' Day on the 2 nd Monday of October or on different days.	101	815	12%
Observe Columbus Day on the 2 nd Monday of October and observe Native American Heritage Day on the 4 th Friday of September	134	815	16%

After discussing the results of the survey, the Task Force unanimously voted to recommend the observance of Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day. As part of their motion, the Task Force also requested that Council refer the messaging of the renaming of Columbus Day to the Task Force as well as a request that the Task Force work with the Cultural Commission to develop recommendations to further promote and celebrate the cultural heritage of Native Americans, Italian Americans, and all cultures within the City

If the Council accepts the Task Force's recommendation on the observance of Indigenous Peoples' Day on the 2nd Monday of October, a variety of actions will be necessary to designate Indigenous Peoples' Day as a City-recognized holiday including but not limited to:

- Draft an ordinance stating that the City will determine its holidays in accordance with state law and applicable labor agreements;
- Modify labor agreements to reflect the holiday designation of Indigenous Peoples' Day;
- Amend the most current Personnel and Salary Resolution (Attachment 2) to replace Columbus Day with Indigenous Peoples' Day;
- Replace Columbus Day with Indigenous Peoples' Day on the City calendar.

ENVIRONMENTAL IMPACT

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a

governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact associated with the preparation of this report.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. Accept the Task Force on Diversity, Equity, and Inclusion's recommendation to observe Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day and direct the City Manager to take actions necessary to designate Indigenous Peoples' Day as a City-recognized holiday.
2. Any other alternative as approved by Council.

RECOMMENDATION

Alternative 1: Accept the Task Force on Diversity, Equity, and Inclusion's recommendation to observe Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day and direct the City Manager to take actions necessary to designate Indigenous Peoples' Day as a City-recognized holiday.

Reviewed by: Genevieve Yip, Management Analyst

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. RTC 21-1668
2. Personnel and Salary Resolution (Resolution No. 18-8498)



Agenda Report

21-1668

Agenda Date: 11/22/2021

REPORT TO TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

SUBJECT

Discussion and Possible Action on Observance of Columbus Day and Indigenous Peoples' Day Survey Responses

BACKGROUND

At the October 29, 2020 meeting of the Task Force on Diversity, Equity, and Inclusion (Task Force), the Task Force voted to form a subcommittee ("Considerations of Historical Recognitions Subcommittee") to work with City staff on research for the renaming of Columbus Day, the development of questions, and methods of engaging the public.

At the November 9, 2020 Task Force meeting, Chair Brown reported that the subcommittee had worked with staff to develop a survey that respectfully considers the historical significance of Columbus Day and Indigenous Peoples' Day and that the subcommittee would be reaching out to Native American organizations in Santa Clara County for feedback.

Staff presented the draft survey to the Task Force for input at their February 25, 2021 meeting. At the April 12, 2021 Task Force meeting, the Task Force approved the Observance of Columbus Day and Indigenous Peoples' Day survey (Attachment 1) and directed staff to move forward with the survey as well as translate the survey in the languages provided by the City before its release.

The Observance of Columbus Day and Indigenous Peoples' Day survey was live from October 21, 2021 through November 12, 2021. The survey was promoted via the City's communications channels (GovDelivery, Facebook, Twitter, Instagram, and NextDoor), and was made available in English, Spanish, Vietnamese, Chinese, Japanese, Korean, Portuguese, Hindi, and Tagalog. The public had the option to participate in the survey by accessing the survey online on the Task Force's page: www.SantaClaraCA.gov/EquityTaskForce <<http://www.SantaClaraCA.gov/EquityTaskForce>>, completing a hard-copy survey, which were available at the Senior Center, Central Park Library, Northside Branch Library, and Mission Branch Library, or by emailing their comments directly to the Task Force at EquityTaskForce@SantaClaraCA.gov <<mailto:EquityTaskForce@SantaClaraCA.gov>>.

DISCUSSION

Staff is bringing forward the survey responses received from October 21, 2021 through November 12, 2021, for the Task Force's consideration. The Observance of Columbus Day and Indigenous Peoples' Day survey has received a total of 815 responses. The raw data of collected survey responses is included with this report as Attachment 2. The hard-copy survey responses received at the City's libraries and Senior Center are included with this report as Attachment 3. Comments with positions on the survey are included with this report as

Attachment 4. The table below summarizes all responses received.

Response to "Please select your position on the observance of Columbus Day and Indigenous Peoples' Day."	Responses Received	Total # of Responses	Percentage
Maintain Status Quo: Observe Columbus Day on the 2 nd Monday of October	142	815	17%
Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2 nd Monday of October	438	815	54%
Observe both Columbus Day and Indigenous Peoples' Day on the 2 nd Monday of October or on different days.	101	815	12%
Observe Columbus Day on the 2 nd Monday of October and observe Native American Heritage Day on the 4 th Friday of September	134	815	16%

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Task Force on Diversity, Equity, and Inclusion agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Review Observance of Columbus Day and Indigenous Peoples' Day Survey responses for possible action.

Reviewed by: Genevieve Yip, Staff Analyst

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Observance of Columbus Day and Indigenous Peoples' Day Survey
2. Raw Data of Collected Survey Responses
3. Hard Copies of Collected Survey Responses
4. Email Comments Received on Survey



**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

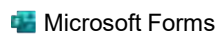
Your Position:

- Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

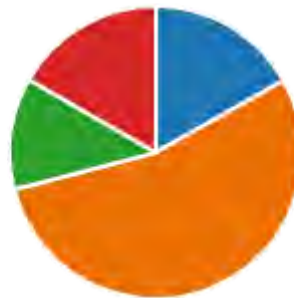


Observance of Columbus Day and Indigenous Peoples' Day Survey

788 Responses 12:45 Average time to complete Closed Status

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

- Maintain Status Quo: Observe... 133
- Observe Indigenous Peoples' ... 425
- Observe both Columbus Day ... 98
- Observe Columbus Day on th... 132



2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

381

Responses

Latest Responses

- "Christopher Columbus treated and ordered others to treat in..*
- "Observe Indigenous Peoples' Day instead of Columbus Day. "*
- "We can't eliminate every holiday, statue or other memorabi...*

ID	Start time	Completion time	Email	Name	Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.	Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.
1	10/22/21 15:48:07	10/22/21 15:48:29	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
2	10/22/21 15:48:18	10/22/21 15:48:35	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
3	10/22/21 15:48:17	10/22/21 15:48:40	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	No more Columbus Day!
4	10/22/21 15:48:21	10/22/21 15:48:53	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
5	10/22/21 15:48:54	10/22/21 15:49:12	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
6	10/22/21 15:49:08	10/22/21 15:49:33	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
7	10/22/21 15:48:47	10/22/21 15:49:41	anonymous		Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
8	10/22/21 15:48:32	10/22/21 15:49:56	anonymous		Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
9	10/22/21 15:49:35	10/22/21 15:49:56	anonymous		Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
10	10/22/21 15:49:41	10/22/21 15:49:58	anonymous		Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
11	10/22/21 15:49:46	10/22/21 15:50:13	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
12	10/22/21 15:49:41	10/22/21 15:50:14	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We know so we do better!
13	10/22/21 15:49:40	10/22/21 15:50:20	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
14	10/22/21 15:49:33	10/22/21 15:50:22	anonymous		Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
15	10/22/21 15:50:22	10/22/21 15:50:29	anonymous		Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
16	10/22/21 15:50:05	10/22/21 15:50:29	anonymous		Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
17	10/22/21 15:49:21	10/22/21 15:50:37	anonymous		Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Government should spend more time on items like homelessness.

18	10/22/21 15:50:11	10/22/21 15:50:38	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
19	10/22/21 15:50:27	10/22/21 15:50:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	NA
20	10/22/21 15:50:21	10/22/21 15:50:57	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
21	10/22/21 15:50:24	10/22/21 15:50:58	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
22	10/22/21 15:50:23	10/22/21 15:50:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
23	10/22/21 15:49:13	10/22/21 15:51:12	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Let's no destroy all of our past
24	10/22/21 15:50:17	10/22/21 15:51:15	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
25	10/22/21 15:49:40	10/22/21 15:51:24	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Preserve our culture and maintain status quo, by renaming anything and everything we are only allowing more division and injustice.
26	10/22/21 15:50:25	10/22/21 15:51:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
27	10/22/21 15:51:12	10/22/21 15:51:41	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
28	10/22/21 15:51:06	10/22/21 15:51:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
29	10/22/21 15:50:40	10/22/21 15:51:57	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
30	10/22/21 15:50:56	10/22/21 15:52:11	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus does not deserve the honor that comes with the day. The suffrage of Native Americans is what should be at the forefront.
31	10/22/21 15:49:13	10/22/21 15:52:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I think it's a fantastic idea to substitute Columbus Day for Indigenous People's Day. I'm sure it will make Columbus posthumously upset, and anything that can posthumously upset Columbus is a win in my book.
32	10/22/21 15:49:07	10/22/21 15:52:16	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was just one of many explorers to run into North America over the centuries. It's time to retire his sole recognition and replace it by honoring those who were here long long before Europeans.
33	10/22/21 15:50:05	10/22/21 15:52:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Christopher Columbus was a genocidal maniac who ruthlessly murdered, raped and sold humans. We should not observe a day by his name, but rather use the time to honor the indigenous people of the land who literally saved him. Its also worth noting that Columbus's contemporaries thought he was a moron who was terrible at math.

34	10/22/21 15:51:57	10/22/21 15:52:26	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
35	10/22/21 15:51:32	10/22/21 15:52:41	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Christopher Columbus is an important part of our country's history - the holiday should remain.
36	10/22/21 15:53:13	10/22/21 15:53:37	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
37	10/22/21 15:52:40	10/22/21 15:53:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
38	10/22/21 15:50:55	10/22/21 15:53:46	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Enough virtue-signaling and political posturing. Renaming a holiday won't improve racial justice. Rather, it's just a symbolic gesture, along the line of talking and no actions. I'd rather see real actions and results in virtually everything career politicians say they'll do than empty gestures like kneeling, announcing preferred pronouns (which somehow confirm the fact that 99.9% of your connections are heterosexual), and renaming holidays.
39	10/22/21 15:53:02	10/22/21 15:53:47	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
40	10/22/21 15:53:13	10/22/21 15:53:48	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
41	10/22/21 15:52:31	10/22/21 15:53:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
42	10/22/21 15:48:32	10/22/21 15:53:58	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Enough of cancel culture already. This vicious circle has to stop before we ruin ourselves as a nation.
43	10/22/21 15:54:02	10/22/21 15:54:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
44	10/22/21 15:52:41	10/22/21 15:54:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Native Americans were here first. We cannot celebrate a man who made false claims, we would be setting a bad example for future generations.
45	10/22/21 15:54:13	10/22/21 15:54:46	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
46	10/22/21 15:53:26	10/22/21 15:54:54	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
47	10/22/21 15:54:06	10/22/21 15:55:01	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
48	10/22/21 15:54:35	10/22/21 15:55:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

49	10/22/21 15:54:38	10/22/21 15:55:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
50	10/22/21 15:54:36	10/22/21 15:55:17	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
51	10/22/21 15:55:08	10/22/21 15:55:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
52	10/22/21 15:55:28	10/22/21 15:55:55	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
53	10/22/21 15:53:02	10/22/21 15:55:57	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I favor renaming Columbus Day Native American Heritage Day
54	10/22/21 15:49:44	10/22/21 15:56:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
55	10/22/21 15:54:22	10/22/21 15:56:05	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
56	10/22/21 15:55:01	10/22/21 15:56:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
57	10/22/21 15:55:04	10/22/21 15:56:23	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Yes, please we need to celebrate Indigenous Peoples' Day instead of Columbus Day.
58	10/22/21 15:56:11	10/22/21 15:56:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
59	10/22/21 15:56:26	10/22/21 15:56:42	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
60	10/22/21 15:56:00	10/22/21 15:56:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We should be working to lift the narrative of those who have been marginalized
61	10/22/21 15:56:24	10/22/21 15:56:59	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
62	10/22/21 15:49:35	10/22/21 15:57:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I'm glad you're considering this. After listening to the Oct. 5 First Name Basis Podcast episode called The Untold Story of Christopher Columbus, and researching him further, I definitely don't think he should be honored. I am of Italian decent, and feel like we can find plenty of other ways to honor the good parts of our heritage. It's not that hard. Look at the way people of German descent celebrate with Oktoberfests.
63	10/22/21 15:56:05	10/22/21 15:57:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

64	10/22/21 15:55:25	10/22/21 15:57:13	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus should not be celebrated. Indigenous people are the land owners and we must include them in the conversation as leading this conversation.
65	10/22/21 15:57:03	10/22/21 15:57:57	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Both are important and worthy of honoring for how else do we learn from our past
66	10/22/21 15:56:28	10/22/21 15:58:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a pirate and a looter his name should not be honored
67	10/22/21 15:49:43	10/22/21 15:58:11	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus landed in America and is recognized for that. The indigenous people were already here. Though some of the history is unfortunate and even violent and unfair, it is what it is. You can not CHANGE history for future generations. You must recognize the Holocaust, WWI, WWII as they are = TRUE HISTORY! Not a softened version. So I vote for both days in Oct and Sept. I vote for the TRUTH! We must carry the TRUTH forward.
68	10/22/21 15:56:19	10/22/21 15:58:24	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	I think Columbus Day is a legitimate holiday. He connected Europe and North America. I am not against Indigenous People's day on any other day but see no reason to select 4th Friday in September
69	10/22/21 15:56:08	10/22/21 15:58:26	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
70	10/22/21 15:57:38	10/22/21 15:58:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
71	10/22/21 15:56:29	10/22/21 15:58:33	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It would very appropriate the name that on the indigenous people who was exploited/killed by so many non-original people. At the least this is the something we can do them.
72	10/22/21 15:58:18	10/22/21 15:58:49	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
73	10/22/21 15:53:01	10/22/21 15:58:51	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We should honor Indigenous people on a different day. Actually, it was Leif Erickson who came to America long before Columbus. Leif Erickson day should be observed as well.
74	10/22/21 15:58:15	10/22/21 15:58:52	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
75	10/22/21 15:58:40	10/22/21 15:59:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
76	10/22/21 15:57:35	10/22/21 15:59:10	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
77	10/22/21 15:59:02	10/22/21 15:59:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
78	10/22/21 15:57:36	10/22/21 15:59:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

79	10/22/21 15:58:49	10/22/21 15:59:42	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
80	10/22/21 15:59:12	10/22/21 15:59:51	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
81	10/22/21 15:51:30	10/22/21 16:00:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a horrible person. Disgraceful to continue to observe Columbus Day. Don't continue to observe a day for a murderer.
82	10/22/21 15:59:13	10/22/21 16:00:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
83	10/22/21 15:59:45	10/22/21 16:00:09	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
84	10/22/21 15:58:59	10/22/21 16:00:12	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	I strongly believe that both have their own values and to maintain the dignity of both we should observe two different holidays.
85	10/22/21 15:56:39	10/22/21 16:00:15	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
86	10/22/21 15:59:47	10/22/21 16:00:42	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus should not be celebrated.
87	10/22/21 15:54:59	10/22/21 16:00:42	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Prefer to use both names but if I had to pick just one, I'd go with Indigenous Peoples' Day. I was unaware of the existence of a Native American Heritage Day.
88	10/22/21 15:49:25	10/22/21 16:00:48	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I believe that the tides are turning in terms of how the American people, or in this case, people of Santa Clara, view how the history of America should be represented. No longer are statues of slave owners in public parks being tolerated by the local citizens, and the horrors of the past are no longer being glossed over, but exposed and discussed in public schools. To continue celebrating Columbus Day, I believe, would be to aid in the stagnation of progress. The act of replacing Columbus Day with Indigenous Peoples' Day is, in and of itself, acknowledging the history of this date and its significance to American history while also giving recognition and respect to those who suffered at the hands of ignorant, racist colonizers, like Columbus. It's high time we stop praising the actions of terrorists like Columbus and begin to truly appreciate the people who's rich culture and way of life we have been ignoring for far too long.
89	10/22/21 16:00:43	10/22/21 16:00:56	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
90	10/22/21 15:58:35	10/22/21 16:01:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	The state of CA has already started officially observing it as Indigenous Peoples' Day, we should catch up with the times.

91	10/22/21 16:00:42	10/22/21 16:01:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
92	10/22/21 16:00:57	10/22/21 16:01:42	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
93	10/22/21 15:51:34	10/22/21 16:01:44	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	If you truly want to know what people think about Columbus Day, the people polled should be those who are of Italian-American heritage and Native American Indian heritage. I fall under both categories. I am Italian and I am Native American Indian. I am opposed to using the name indigenous people.
94	10/22/21 16:01:00	10/22/21 16:02:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus exploited indigenous people. He should NOT be honored with a holiday.
95	10/22/21 15:59:25	10/22/21 16:02:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
96	10/22/21 15:56:55	10/22/21 16:02:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	American history needs to be corrected to accurately show how our history happened. Not to continue the "white-washed" narrative that has been shown in the past. If the current US President can observe Indigenous Peoples' Day then it should be observed annually from this point forward.
97	10/22/21 15:58:53	10/22/21 16:02:21	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
98	10/22/21 16:01:08	10/22/21 16:02:36	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
99	10/22/21 16:00:51	10/22/21 16:02:55	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
100	10/22/21 16:00:59	10/22/21 16:03:10	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
101	10/22/21 16:02:48	10/22/21 16:03:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
102	10/22/21 15:50:01	10/22/21 16:03:49	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Thank you for considering this issue. I have suggested the third position as we do not need to discard a particular interpretation of history and discount the legacy of one section of our society in order to celebrate another.
103	10/22/21 16:03:45	10/22/21 16:04:35	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
104	10/22/21 16:03:37	10/22/21 16:04:44	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
105	10/22/21 15:59:35	10/22/21 16:04:47	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We should be celebrating and supporting the Native People of this land instead of honoring an individual who brought destruction and pain.

106	10/22/21 16:04:48	10/22/21 16:05:11	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
107	10/22/21 16:02:18	10/22/21 16:05:17	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
108	10/22/21 15:57:54	10/22/21 16:05:20	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	I would like to see both narratives acknowledged together. It doesn't have to be one or the other: both narratives contain elements to celebrate and to grieve. How about naming the holiday "Early Americas Day" or something like that and using the occasion to remember that era in America's history as it actually transpired?
109	10/22/21 16:05:03	10/22/21 16:05:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
110	10/22/21 16:06:07	10/22/21 16:06:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
111	10/22/21 16:05:03	10/22/21 16:06:35	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
112	10/22/21 16:04:55	10/22/21 16:06:42	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus Day also celebrates the contributions of Italians. Let us not forget any of the groups of people who have made America what it is.
113	10/22/21 16:04:54	10/22/21 16:06:47	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
114	10/22/21 16:06:19	10/22/21 16:06:54	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
115	10/22/21 16:06:02	10/22/21 16:06:54	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	No need to celebrate Columbus.
116	10/22/21 16:05:42	10/22/21 16:06:58	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
117	10/22/21 16:06:56	10/22/21 16:07:15	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
118	10/22/21 16:06:54	10/22/21 16:07:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a bad man

119	10/22/21 15:49:25	10/22/21 16:07:37	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	History, whether it recalls good or bad occurrences or outcomes, must be remembered. I don't believe it is a zero-sum game where one story is declared bad and the other declared good and one side is silenced. All stories must be heard so that people can learn from previous actions. Yes, Columbus Day marks the discovery of the Americas which is essential to the story of the United States. On the other hand, the suffering of Native Americans must brought to the foreground. The stories of the suffering and condition of Native Americans from those early days to the present time must be told with facts, wisdom, and compassion. We must keep Columbus Day as a historical landmark but we must balance that commemoration by adding a Native American Heritage Day to press the stories and honor the original peoples of the Americas.
120	10/22/21 16:07:22	10/22/21 16:07:59	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
121	10/22/21 16:02:48	10/22/21 16:08:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>As a community, we cannot but agree that the arrival of Columbus initiated and lead to the mass genocide of Native Americans. Celebrating the arrival of colonialists in America - is a sin we have to stop committing as a nation. We have to accept history for it is, apologize for the atrocities committed on millions and begin the process of healing. Our children are watching - it is the hard thing we do as as thinking and feeling adults will the set the stage of how we will be treated by our fellow beings. The future is for ours to enjoy if only we take responsibility of the past and move towards setting things right.</p> <p>1. Columbus day is not an occasion to be celebrated. 2. Indigenous people's day has to be celebrated with reverence - everything we enjoy on this soil is the work of many generations of Native Americans who have only suffered so far.</p>
122	10/22/21 16:07:28	10/22/21 16:08:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
123	10/22/21 16:08:06	10/22/21 16:08:13	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
124	10/22/21 16:06:10	10/22/21 16:08:14	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We can't run away from historical realities. We can't ignore Columbus, if only to remember the impact it had and still has. I guess the Columbus Day emphasis should change to one of being a story of not about supremacy or overlordship but a cautionary tale...
125	10/22/21 16:07:38	10/22/21 16:08:24	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	

126	10/22/21 16:01:12	10/22/21 16:09:01	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	I think both days are significant and need to be recognized.
127	10/22/21 16:06:43	10/22/21 16:09:20	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
128	10/22/21 16:09:23	10/22/21 16:09:27	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
129	10/22/21 16:09:30	10/22/21 16:09:34	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
130	10/22/21 16:09:36	10/22/21 16:09:39	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
131	10/22/21 16:09:40	10/22/21 16:09:45	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
132	10/22/21 15:59:03	10/22/21 16:10:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Thank you for bringing this conversation to the city. It's hard to reconcile being an inclusive city, yet still observing Columbus Day. I hope the taskforce is able to urge the City to make this change.
133	10/22/21 16:08:56	10/22/21 16:10:36	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
134	10/22/21 16:01:45	10/22/21 16:11:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's time to show diversity in our history. It is important to know and recognize other perspectives in history.
135	10/22/21 16:10:25	10/22/21 16:11:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus did little worthwhile of celebrating. Italian American heritage can be celebrated in other more meaningful and community-involved ways.
136	10/22/21 15:50:19	10/22/21 16:11:39	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	We also need to rename Columbus, Ohio, the University of Columbia, the Columbia River, and the dozens of US cities named Columbus or Columbia. Washington had slaves, so we should also rename Washington D.C., Washington State, all the schools named after him, and remove him from Mount Rushmore. Let's be consistent.
137	10/22/21 16:08:47	10/22/21 16:11:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	First nations deserves to be recognized. Recognizing their presence, history, and pain is important to recognize and reflect the Nation's identity as a nation of immigrants.
138	10/22/21 16:10:31	10/22/21 16:11:54	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	As an Italian I have celebrated Columbus Day for decades, but knowing his impact on the Indigenous people of the Continents I cannot abide by a holiday venerating him, no matter how much it helped bring my people together in the past.
139	10/22/21 15:58:11	10/22/21 16:12:45	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Celebrating Columbus is offensive.

140	10/22/21 16:05:13	10/22/21 16:12:52 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	<p>I would like to see more public awareness of how Native Americans helped modern America. For example, more education on farming techniques that were taught. Also, more education about annoculations. Apparently that came from Native people.</p> <p>I do not feel we should celebrate Indigenous People's Day instead of Columbus Day and people's expression of anti-colonialism is disturbing to me. Europeans shared their culture and technology. Power shifts happen all throughout history. At some point this land was going to be used by others. People are still immigrating here today.</p> <p>Overall, why are we celebrating them? Because they where here first? Doesn't sound like a good reason to me. What did they do? Who where their scientist? How did they make progress? That's what I want to know and celebrate.</p>
141	10/22/21 16:04:13	10/22/21 16:13:20 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>I feel we should no longer glorify/celebrate any of those that enslaved or murdered innocent people, etc., specifically Christopher Columbus. We should instead have it Indigenous People's Day. Be rid of anything else.</p> <p>Thank you.</p>
142	10/22/21 16:12:32	10/22/21 16:13:47 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I don't see any place in a just future for celebrating the acts of Columbus.
143	10/22/21 16:13:31	10/22/21 16:13:59 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
144	10/22/21 16:14:48	10/22/21 16:15:10 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
145	10/22/21 16:06:29	10/22/21 16:15:11 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	<p>I think that there has been a surge in education and awareness around the true impact of Christopher Columbus' arrival into the Americas. The day has brought attention and light to the facts; he was a leader who lead the murder, rape, and enslavement of local communities. The Americas, as a whole, were never the same once he stepped foot on the shores of the Bahamas. This day should remain in our consciousness, not to celebrate, but to acknowledge.</p> <p>We should also be deliberate and honor Indigenous People. Hopefully a Native American Heritage Day will bring the legacies of their ancestors to the forefront of our generation.</p>
146	10/22/21 16:12:31	10/22/21 16:15:25 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	It's a celebration of Italian Heritage....., like so many others that get their day & month
147	10/22/21 16:15:25	10/22/21 16:16:12 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	No need to change.

148	10/22/21 16:15:54	10/22/21 16:16:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
149	10/22/21 15:58:42	10/22/21 16:16:28	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Please share number or percentage of people asking for this change. Every historical event has brought some negatives, along with positive effects. So, are you going to rename all historic events? People of other races are also not native to Americas. So, please introduce a survey on stopping celebration/recognition of all non-native events in Americas.
150	10/22/21 16:09:20	10/22/21 16:16:34	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	We are a country whose foundations began with the landing of Columbus in 1492, despite some of the problems that caused. It should not be changed to reflect something else altogether. If you want to recognize or acknowledge other heritages, that's fine, but please don't mess with this country's special days. Most of us don't even get these days off as paid holidays anyway.
151	10/22/21 15:57:06	10/22/21 16:16:54	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	I am not a big fan of Columbus Day being observed as a U.S. holiday since Christopher Columbus never even set foot in U.S. territory but since it's a tradition to celebrate, and to be inclusive I think it's best to celebrate both. I don't think there should be a new holiday to celebrate indigenous people however (and I have part indigenous blood) as we already have a lot of ethnic holidays. The ethnic recognition gets out of control and I think it becomes divisive.
152	10/22/21 16:14:02	10/22/21 16:17:01	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Can we stop with re-writing history, and instead value history as a tool to learn from? In the history of mankind, I don't believe there has ever been a (wo)man without any flaw at all, so let's please just look at this as history and not some condemnation of a person, or group of people.
153	10/22/21 16:09:32	10/22/21 16:17:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	First, it has been definitively proven that the Vikings were in North America in 1021, so Columbus didn't truly "discover" North America. Second, the Native Americans were here long before Europeans and others and had advanced cultures and should be recognized. Third, it is past time we recognized the genocide the Europeans executed against the Native Americans.
154	10/22/21 16:16:51	10/22/21 16:17:10	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
155	10/22/21 16:15:45	10/22/21 16:17:11	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	there should be an option 5: Observe Indigenous Peoples' Day instead of Columbus Day on the 2nd Monday of October AND and observe Native American Heritage Day on the 4th Friday of September
156	10/22/21 16:08:56	10/22/21 16:17:53	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
157	10/22/21 16:15:25	10/22/21 16:17:57	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Both days deserve to be honored on separate days.

158	10/22/21 16:14:45	10/22/21 16:18:05	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	It is I put to reflect on the customs of the time. Let's keep Columbus as a figure of history and remember indigenous people and their accomplishments separately. Don't make them a substitute for something else.
159	10/22/21 16:16:52	10/22/21 16:18:18	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Indigenous Peoples' Day would be more appropriate
160	10/22/21 16:18:30	10/22/21 16:19:02	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Celebrate both
161	10/22/21 16:07:20	10/22/21 16:19:17	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It doesn't make sense to recognize one European heritage over others as an actual public holiday, but it is more than appropriate to recognize the first peoples of this land and seek to better understand and learn from the complex historical interactions of cultures that led to where we all are today. There can certainly be other non-holiday recognitions and celebrations of whatever heritage groups want to share their respectful and inclusive cultures and histories with the community, but it is long overdue to prioritize the public holiday to better align with an important and relevant reason for acknowledgment and reflection, and Indigenous Peoples' Day is an appropriate option for that.
162	10/22/21 16:18:50	10/22/21 16:19:37	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
163	10/22/21 16:14:46	10/22/21 16:20:16	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Don't discard your history. People without history are people without a future. Native American Heritage name is a also a good name. And need to think how to include Vikings.
164	10/22/21 16:19:25	10/22/21 16:20:58	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
165	10/22/21 16:19:09	10/22/21 16:20:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
166	10/22/21 16:19:40	10/22/21 16:21:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's time to honor the native people of our area and move away from honoring Columbus.
167	10/22/21 16:19:03	10/22/21 16:21:27	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
168	10/22/21 16:21:14	10/22/21 16:21:32	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
169	10/22/21 16:20:52	10/22/21 16:21:54	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
170	10/22/21 16:21:39	10/22/21 16:21:58	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
171	10/22/21 16:21:12	10/22/21 16:22:17	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

172	10/22/21 16:22:16	10/22/21 16:23:01	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Both the names seem appropriate.
173	10/22/21 16:21:57	10/22/21 16:23:37	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Leave it alone for the sake of history, the children, and common sense
174	10/22/21 16:23:34	10/22/21 16:23:44	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
175	10/22/21 16:21:54	10/22/21 16:23:47	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Please do not sully the great contributions of Italian-Americans to this great Nation!
176	10/22/21 16:23:42	10/22/21 16:23:55	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
177	10/22/21 16:23:52	10/22/21 16:24:08	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
178	10/22/21 16:23:54	10/22/21 16:24:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
179	10/22/21 15:59:06	10/22/21 16:24:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I am appalled that the City of Santa Clara feels the need to send out a survey about this issue. It is no longer okay for us to pretend that Columbus was a great man who discovered the Americas. He was not and he did not. We can no longer perpetuate the myth that he discovered "America" or that his work was noble. Even in his own time he was thought of as a murderous tyrant. The atrocities brought by him are not in question: he gave women to his crew to rape and brutalize; he enslaved thousands on Hispaniola; settlers under his domain sold 9 and 10 year girls into sexual slavery. The continued celebration of the brutality and genocide of Native America peoples that began with Christopher Columbus is quite honestly, despicable. Do better Santa Clara!
180	10/22/21 16:23:47	10/22/21 16:25:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a rapist who mistakenly stumbled on this country four hundred years after the vikings. Can we please stop honoring terrible men?
181	10/22/21 16:20:41	10/22/21 16:25:03	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	It's outrageous that there is even an option NOT to celebrate Columbus Day. America was possible due to Magna Carta Libertata AND Columbus.
182	10/22/21 16:24:09	10/22/21 16:25:42	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
183	10/22/21 16:26:04	10/22/21 16:26:36	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
184	10/22/21 16:26:21	10/22/21 16:26:45	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	None
185	10/22/21 16:26:16	10/22/21 16:26:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

186	10/22/21 16:26:12	10/22/21 16:28:05	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Get it done with so we can stop talking about it. Dump Columbus.
187	10/22/21 16:28:23	10/22/21 16:28:39	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
188	10/22/21 16:27:28	10/22/21 16:28:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
189	10/22/21 16:28:31	10/22/21 16:29:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
190	10/22/21 16:29:34	10/22/21 16:29:39	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
191	10/22/21 16:29:52	10/22/21 16:29:57	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
192	10/22/21 16:29:41	10/22/21 16:30:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
193	10/22/21 16:30:18	10/22/21 16:30:22	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
194	10/22/21 16:29:16	10/22/21 16:31:57	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus has gotten a bum rap on his treatment of indigenous people, but he was a fearless explorer, so keep his day. A second day to remember Native Americans is a fine idea.
195	10/22/21 16:31:01	10/22/21 16:32:19	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We can have cultural celebration and historical observance without erasing anything.
196	10/22/21 16:32:05	10/22/21 16:33:00	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
197	10/22/21 16:32:30	10/22/21 16:33:13	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	

198	10/22/21 15:53:20	10/22/21 16:33:42	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	<p>It would be inappropriate to honor many of the things Columbus, and especially those that followed him, did following the discovery of the "New World" but it is interesting to imagine what the world would have been like had no European crossed the Atlantic. Most of North America would be populated by people living like cavemen. Large areas of what is now called Latin America would have been ruled by a few groups whose practices of human sacrifices and absolute conquest of neighbors would now be considered evil. Europe would have been much poorer, warlike against each other, and possibly much more vicious in obtaining slaves from Africa.</p> <p>North and South America today are far from perfect but, as a direct result of the actions of Columbus, it has led the world in economic growth, medical and scientific advancement, and a willingness to advance thoughts like "What did the Europeans do wrong" in creating our current home.</p> <p>Like most things in life, a broad, honest analysis of controversy requires subtlety. Columbus was vital for creating both the good and bad things of our society. A day honoring the good with a look at the bad is appropriate. Indigenous Peoples Day would inevitably be looked as a day to honor the people living here before</p>
199	10/22/21 16:32:23	10/22/21 16:33:43	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
200	10/22/21 16:33:13	10/22/21 16:33:45	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
201	10/22/21 16:09:54	10/22/21 16:34:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
202	10/22/21 16:32:16	10/22/21 16:34:09	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
203	10/22/21 15:52:26	10/22/21 16:34:25	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	<p>Alternatively, move Columbus Day to October 12, and observe Native American People's Day on the 2nd Monday of October. The October 12 observance would reflect a more accurate historical emphasis on the true anniversary of Columbus' landing. A floating holiday for Native Americans, either in late September or early October, would reflect the fact that the arrival of Europeans had more effect than can be attributed to a single historical date.</p> <p>Finally, I doubt that violence and slavery were introduced to Native Americans by Columbus - increased, admittedly, but not introduced. Archeological finds and records demonstrate that violence, wars, genocide, and slavery existed in the Americas well before 1492.</p>

204	10/22/21 16:30:28	10/22/21 16:36:47	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Both days are history we need to respect. Both events have positive and negative impacts on the area. Please don't eliminate Columbus holiday to have true inclusiveness of this country. Thanks.
205	10/22/21 16:36:28	10/22/21 16:37:02	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
206	10/22/21 16:35:20	10/22/21 16:37:04	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	If you want balance, have both, on the same day.
207	10/22/21 16:33:26	10/22/21 16:37:15	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Please do not attempt to cancel history. No ethnicity is without fault and all have had their share of shortcomings.
208	10/22/21 16:26:25	10/22/21 16:37:33	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	I love that we're evolving as a society to be inclusive and culturally sensitive and I think adding Indigenous Peoples' Day would assist in that evolution of sensitivity and awareness. In addition, keeping Columbus Day will allow us to have conversations about our history, hopefully with honesty about the way Columbus treated the people he found when arriving in North America. It is an opportunity to honor our evolution as a society to be more sensitive and inclusive, and to acknowledge the ugly and unpleasant parts. When we know better, we do better. And in the words of George Santayana, "Those who cannot remember the past are condemned to repeat it."
209	10/22/21 16:27:52	10/22/21 16:37:38	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We have to start being more honest about the history of this country and how we got to where we are if we are to build a better future for our children. We cannot continue to tell the same neutered stories about our history and expect the wrongs of the past to just go away because we are ignoring them. With all that has been done to indigenous peoples not only in our country but around the world, renaming this day is literally the least we can do.
210	10/22/21 16:35:05	10/22/21 16:37:57	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	It is important to preserve the history of the past to help us understand the present and improve the future.
211	10/22/21 16:36:33	10/22/21 16:38:02	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	This country has lost its mind, leave the holidays as they are
212	10/22/21 16:17:11	10/22/21 16:38:06	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
213	10/22/21 16:37:16	10/22/21 16:38:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

214	10/22/21 16:28:38	10/22/21 16:38:56	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	There is little to celebrate about Columbus because he did not "discover" the Americas, as there were already people on the continent. His behavior and the behavior of many who followed had catastrophic consequences: hundreds of thousands of Natives died, lost their land, were treated horribly and many still struggle today because of the scars of the past. A nationwide Indigenous People's Day would be a respectful way to celebrate the memory of those who suffered and still suffer.
215	10/22/21 16:38:19	10/22/21 16:39:18	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
216	10/22/21 16:38:15	10/22/21 16:39:48	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
217	10/22/21 16:37:28	10/22/21 16:39:57	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	I think it in our history that this happened with Columbus finding America. In addition, if Native Americans would like a holiday that would be wonderful for them. STOP the cancel culture and start being responsible adults!
218	10/22/21 16:39:21	10/22/21 16:40:15	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
219	10/22/21 16:36:16	10/22/21 16:41:21	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I completely agree with the shift in the narrative to focus on Native Americans. However, I suspect that the word "indigenous" is an unfamiliar word to many people, who may not be able to pronounce or spell it. Can't we just call it "Native American Day"?
220	10/22/21 16:40:29	10/22/21 16:41:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
221	10/22/21 16:36:36	10/22/21 16:41:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We should recognize the indigenous people who lived on this land, the original owners. We should have more info about native Americans and their history. Columbus was a conqueror for Spain not a hero.
222	10/22/21 16:41:06	10/22/21 16:41:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
223	10/22/21 16:38:42	10/22/21 16:41:57	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Actually the Vikings discovered North America . Every race , color and creed has blemishes on its past , rather than obliterate it , leave it there to be discussed ,for better or bad it is part of this nations history .
224	10/22/21 16:40:53	10/22/21 16:42:48	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
225	10/22/21 16:39:29	10/22/21 16:42:53	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We should not be celebrating someone who did not actually discover America, didn't even touch what is now the U.S and was tried for treason when he got back to Spain. As Californians we should be leaving about indigenous people who lived here and about their culture and have a day remembering how mission culture devastated these people's lives

226	10/22/21 16:37:27	10/22/21 16:43:01	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	I don't see the need for any observance day/holiday. It is marked in history, but does not require anything more. Besides whatever is chosen now will not be appropriate in another 200 years.
227	10/22/21 16:42:40	10/22/21 16:43:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
228	10/22/21 16:41:53	10/22/21 16:43:14	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
229	10/22/21 16:42:25	10/22/21 16:43:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	rename
230	10/22/21 16:39:32	10/22/21 16:43:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus ought not to have any holiday, certainly not one supported by our government. Our city deserves to honor those who are honorable. Italian-Americans or any other immigrant community can hold their own celebration of their choice without making it a governmental affair.
231	10/22/21 16:28:51	10/22/21 16:43:32	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Never thought it should be a national holiday but Columbus' accomplishments should be remembered..
232	10/22/21 16:37:02	10/22/21 16:43:42	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Why not eliminate both holidays? IMHO advocates for one holiday are not in favor of the other, so give neither side reason to be divisive.
233	10/22/21 16:42:17	10/22/21 16:44:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
234	10/22/21 16:43:07	10/22/21 16:44:43	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
235	10/22/21 16:43:53	10/22/21 16:45:17	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Need to recognize the people who lived here.
236	10/22/21 16:43:04	10/22/21 16:45:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Separate the two events.
237	10/22/21 16:38:12	10/22/21 16:46:02	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
238	10/22/21 16:40:33	10/22/21 16:46:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It is time to stop honoring and teaching about Christopher Columbus as a hero who discovered America. Definitely a slap in the face for Native Americans.
239	10/22/21 16:46:23	10/22/21 16:47:23	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
240	10/22/21 16:22:17	10/22/21 16:48:29	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	I feel there should be two separate days of observance. For whatever faults Columbus had he did "discover" America. He should not be held responsible for the history that followed. He was only one man. I'm fine with an Indigenous Peoples' Day but I think Native Americans would be better served by improving their living conditions through better education, job opportunities, and health care.

241	10/22/21 16:39:09	10/22/21 16:49:18	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus did great things, he discovered America. But the greatness of America does not just belong to him, it belongs to all of it's people, of all time; to everyone who calls it home.
242	10/22/21 16:47:13	10/22/21 16:49:56	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	A federal holiday to honor indigenous peoples day is only right. It's just one day while other ethnic groups have an entire month for awareness.
243	10/22/21 16:47:56	10/22/21 16:49:58	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
244	10/22/21 16:49:44	10/22/21 16:50:11	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
245	10/22/21 16:49:17	10/22/21 16:50:37	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
246	10/22/21 16:49:07	10/22/21 16:50:51	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
247	10/22/21 16:49:33	10/22/21 16:51:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
248	10/22/21 16:51:16	10/22/21 16:51:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
249	10/22/21 16:44:34	10/22/21 16:51:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Choosing to observe both Columbus Day and Indigenous Peoples' Day is false equity. Doing so sends the message that although Columbus, as you put it, began centuries of "violence, slavery, forced assimilation and conversion..." his "accomplishment" (which, let's be real, was a mistaken stroke of luck) should be honored as much as we honor his victims. This sort of half measure is insulting; we should fully honor Indigenous people, not force them to share space with the trauma done to them.
250	10/22/21 16:51:26	10/22/21 16:51:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
251	10/22/21 16:52:30	10/22/21 16:53:16	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
252	10/22/21 16:51:39	10/22/21 16:54:08	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
253	10/22/21 16:55:04	10/22/21 16:56:28	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Though I agree that we should honor Native American history, We should not erase our own history.
254	10/22/21 16:52:34	10/22/21 16:56:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

255	10/22/21 16:48:27	10/22/21 16:57:04	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Change the name to "Indigenous Peoples and Immigrants Day". That addresses everybody in my view and lets us keep a paid holiday for our collective-bargaining agreement city workers. I've read several essays on how Columbus Day was promoted by Italians to help them become "white" on a level with the WASPs in light of the Sacco & Vanzetti trial and the even longer streak against Papal influence that Italians, Irish and other Catholics threatened in the minds of many. Well, for what it's worth, that's been pretty much achieved. I don't see the "dago" and "wop" jokebooks I used to read as a kid in the 70s for sale any more (along with those regarding Polish and Africans). For our Italian-American neighbors we can honor them as we do our Chinese-American, Irish-American and other ethnics with the occasional proclamation.
256	10/22/21 16:56:22	10/22/21 16:57:57	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Celebrating Columbus Day feels akin to celebrating Indigenous genocide. It has no place in the modern day and should be replaced with Indigenous Peoples' Day.
257	10/22/21 16:56:26	10/22/21 16:58:10	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Celebrating original Americans-Indigenous People is the best way to honor the land, it's original people and immigrated people.
258	10/22/21 16:57:45	10/22/21 16:58:15	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
259	10/22/21 16:56:38	10/22/21 16:59:05	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Cancel the holiday all together.
260	10/22/21 16:50:07	10/22/21 17:00:01	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
261	10/22/21 16:58:52	10/22/21 17:00:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I'm part Italian and I support changing the name. Columbus did a lot of bad. And I'm thinking it probably outweighs any good he did.
262	10/22/21 16:56:49	10/22/21 17:00:12	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We are all people of different backgrounds but can come together and share and celebrate on the same day as a United people
263	10/22/21 16:59:33	10/22/21 17:00:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
264	10/22/21 16:59:46	10/22/21 17:01:04	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	don't change!!
265	10/22/21 16:59:37	10/22/21 17:01:42	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's time to make amends and stop celebrating colonizers.

266	10/22/21 16:43:45	10/22/21 17:02:31 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	<p>Columbus discovered America. We helped Europe defeat the Germans in WWI and WWII. We were the 1st on the Moon. We invented semiconductors. Etc, etc, etc. To the victors go the spoils, I don't care if it is not politically correct. We also wiped out the Aztecs too. So let's not have a holiday to celebrate that too.</p> <p>Let's also not have a holiday for Biden f*cking up the Afghanistan withdrawal too.</p> <p>Please *read* this. It's not as black and white as you think:</p> <p>https://www.usatoday.com/story/opinion/2017/10/09/christopher-columbus-xx-my-ancestor-wasnt-evil-column/744333001/</p>
267	10/22/21 16:51:49	10/22/21 17:04:02 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	<p>To blame Columbus for things that occurred years after he arrived in America makes very little sense. Using that thinking Frirz Haber, the Jewish chemist that created Zyklon B which was the gas used in the Holocaust, should be blamed for all the deaths</p>
268	10/22/21 16:56:28	10/22/21 17:04:08 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>I feel strongly that Columbus Day needs to be replaced with Indigenous Peoples' Day to honor the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization as you have pointed out above. Thank you for seeking input from residents.</p>
269	10/22/21 16:21:54	10/22/21 17:04:29 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	<p>It is pretty ironic that people are upset with Columbus. As you say "There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people." Columbus never landed on our continent -- he landed in the islands in the Carribean!!!! He nor the people on his ships ever touched foot in what is now the United States of America!!! In fact, "The Norse had colonized North America around 500 years before Columbus, with some degree of contact with Europe being maintained until about 1410" (Wikipedia).</p> <p>I think we need to stop blaming Columbus for something he did not directly do!</p> <p>So we can keep the tradition that Columbus discovered America -- and celebrate it on the 2nd Monday of October -- although I remember celebrating it on the actual date of Oct 12th!!!</p> <p>And if the Native Americans desire to have a special day to celebrate their</p>

270	10/22/21 16:49:12	10/22/21 17:04:36	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus Day has history. It is to celebrate the founding of the new country. No one celebrates the death of the native people or all of the bad things that happened in the early years of this country and you cannot erase what happened by changing the name of a holiday.
271	10/22/21 17:04:04	10/22/21 17:05:35	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
272	10/22/21 17:05:49	10/22/21 17:06:33	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
273	10/22/21 17:07:24	10/22/21 17:07:37	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
274	10/22/21 17:06:39	10/22/21 17:09:50	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus didn't even "find" the United States, plus he started a massive genocide that continues today and over looks the importance of accepting the culture of Native Americans. Is he important to learn about in school yes but he is part of the "white washed" history that needs to be re-evaluated.
275	10/22/21 17:08:19	10/22/21 17:11:24	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
276	10/22/21 17:10:49	10/22/21 17:11:43	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
277	10/22/21 17:11:22	10/22/21 17:12:06	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's the morally correct thing to do.
278	10/22/21 17:02:32	10/22/21 17:12:41	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Just an attempt to erase our history, not to promote equality! The roots of this movement are vicious and racist, not the American ideal of "one nation under God, with liberty and justice for all!"
279	10/22/21 17:12:31	10/22/21 17:13:48	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Both are important to some people, so why not honor both?
280	10/22/21 17:13:48	10/22/21 17:14:44	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
281	10/22/21 17:15:00	10/22/21 17:16:08	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It is recognized by the County as such.
282	10/22/21 17:15:36	10/22/21 17:16:36	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
283	10/22/21 17:14:47	10/22/21 17:18:02	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
284	10/22/21 17:20:04	10/22/21 17:20:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
285	10/22/21 17:21:20	10/22/21 17:22:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a colonizer who did more harm than good. The least we can do to honor the original owners of this land is rename the holiday.

286	10/22/21 17:22:44	10/22/21 17:23:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
287	10/22/21 16:59:23	10/22/21 17:23:52	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	America celebrates "Columbus day" Period! Santa Clara is becoming a "Woke" City, trying to placate to a minority that needs to be stamped out now, before we lose our Country. Wake up... "enough is enough". Please save our City from Progressive nonsense. Next will be the removal of the missionary building in the center of the city seal.
288	10/22/21 17:24:51	10/22/21 17:25:44	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
289	10/22/21 17:23:24	10/22/21 17:25:53	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Change Columbus Day to Italian Heritage Day instead.
290	10/22/21 17:24:34	10/22/21 17:26:00	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
291	10/22/21 17:16:03	10/22/21 17:26:48	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Mass murder and genocide of indigenous people should not be celebrated. The State of California has already changed the name of the holiday to Indigenous People's Day. We should be celebrating the original habitants of this land.
292	10/22/21 17:26:04	10/22/21 17:27:05	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
293	10/22/21 17:27:40	10/22/21 17:28:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
294	10/22/21 17:02:35	10/22/21 17:29:04	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Keep Columbus day, and schedule whatever else on some other day. Columbus accomplished a significant achievement in the history of this country. Should we abolish Veterans day because of all the people who died because of our military? Did the indigenous people never cause other indigenous people to die? Should we condemn the Chinese people because they brought Covid to our country and caused millions to die?
295	10/22/21 17:29:02	10/22/21 17:29:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
296	10/22/21 17:30:24	10/22/21 17:33:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It is time for all people and all stories to be respected, heard and honored.
297	10/22/21 17:30:19	10/22/21 17:33:13	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I'm glad to see that the task force is considering eliminating Columbus Day. We should not continue to honor someone who conquered others, and who wrongly named them Indians because he didn't know where he was.

298	10/22/21 17:30:54	10/22/21 17:34:57	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Why is Columbus being celebrated? For what? We know he didn't discover the Americas as there were other people living here. Columbus is only celebrated as a white man who led to the arrival of other white people who exploited the Native people of this land. Continuing to celebrate Columbus Day is saying that the country/city will continue to uphold white supremacy which is the foundation of racism and racial inequality. California has a rich history of indigenous people that should be celebrated and shared.
299	10/22/21 17:29:45	10/22/21 17:37:56	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	There is convincing evidence that Vikings discovered North America "Evidence for European presence in the Americas in AD 1021" (Nature 10/20/21). Columbus was a man of his time. He did however inflict pain, suffering, and death on the indigenous populations he encountered.
300	10/22/21 17:37:08	10/22/21 17:40:43	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus day only serves to celebrate the colonization of POC. I am not an Indigenous person but as a POC who did grow up in a country that was colonized multiple times, by multiple countries, before immigrating here, the celebration of the holiday only serves to remind me that colonization continues to be glorified in our current world. Change the focus back on the people whom we have harmed and continue to do so - celebrate Indigenous Peoples' Day and celebrate it in a way they want to be recognized.
301	10/22/21 17:33:52	10/22/21 17:42:01	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	People need to STOP trying to "cancel" our history and how we arrived at where we are today. You can not erase the fact that Christopher Columbus arrived in the Americas on October 12th 1492.
302	10/22/21 17:42:18	10/22/21 17:42:52	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
303	10/22/21 17:41:44	10/22/21 17:44:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
304	10/22/21 17:26:05	10/22/21 17:45:48	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	He started the rape, enslavement and murder of indigenous peoples in the Americas, why should we celebrate him.
305	10/22/21 17:29:32	10/22/21 17:46:53	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Both need their deserved recognition on separate days. Rather than re-writing American history we can ADD to American history by giving the Native Americans the dignity and respect they deserve. Celebrate the spirit of exploration on Columbus Day and On Native American Heritage Day the many contributions (ecology, foods, products, etc.) that are now part of our American way of life. Let's focus on the positive . . . isn't that what the word "celebration" means?
306	10/22/21 17:45:10	10/22/21 17:46:54	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	makes sense to honor both Columbus and the indigenous people - hopefully an acknowledgement on the same day allows us to reflect on both Columbus' legacy as well as the loss of native culture

307	10/22/21 17:47:24	10/22/21 17:48:08	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
308	10/22/21 17:50:13	10/22/21 17:50:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
309	10/22/21 17:48:13	10/22/21 17:50:41	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	OMGoodness, do people really have nothing better to do than change our entire history? It IS our history, it doesn't matter if it was wonderful or horrible, its OUR HISTORY! By changing names of schools and taking away statues it doesn't change anything, we need to learn from it and move on! Patti Bell, Santa Clara
310	10/22/21 17:45:30	10/22/21 17:50:55	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Both should be observed. Poor taste to cancel Italian heritage observance. Holding historical figures to 21st century standards is crazy
311	10/22/21 17:50:16	10/22/21 17:51:15	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
312	10/22/21 17:46:12	10/22/21 17:51:24	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	<p>Columbus Day is a day of pride for Italian American residents of Santa Clara. The removal of Columbus Day is an erasure of the Italian American experience and struggle. Italian Americans have been in the United States since the Revolution, fought in the Civil War, were among the most represented groups in World War II and the Vietnam War and were "made American" through their connection to Christopher Columbus's brave exploration of the Atlantic.</p> <p>Native Americans have been a part of the American continent since the Ice Age. Their contributions to our shared story began before the United States and live on through their heroic service in our armed forces and as valued members of our shared community. It would be great to recognize their heritage in Santa Clara and beyond.</p> <p>But, not at the expense of the Italian American experience.</p> <p>I implore you to recognize the heritage, contributions and patriotism of both groups as values members of the American family.</p>
313	10/22/21 17:51:55	10/22/21 17:52:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
314	10/22/21 17:54:18	10/22/21 17:54:51	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
315	10/22/21 17:47:02	10/22/21 17:54:55	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus set out for North America in the age of discovery and exploration. He did not have an ulterior motive of wiping out the indigenous people inhabiting the continent. He should be celebrated for his courage and skill in navigating the ocean and suffering hardships in the days of early exploration.

316	10/22/21 17:52:15	10/22/21 17:56:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Given the brutal history of Columbus, we should not have any day honouring him. I am conflicted on replacing it with indigenous peoples day and prefer to celebrate a different day that matters to them. To summarize No Columbus day Indigenous peoples day on a day important in their history and culture.
317	10/22/21 17:53:34	10/22/21 17:56:32	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
318	10/22/21 16:45:51	10/22/21 17:58:19	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Many who study history understand why Columbus had to sail. He did so because the land route to Asia had been closed to Europeans since the fall of Constantinople in 1453. People who want to rename this holiday, know very little about accurate history.
319	10/22/21 17:58:07	10/22/21 17:58:26	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
320	10/22/21 18:02:12	10/22/21 18:03:06	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
321	10/22/21 18:02:15	10/22/21 18:03:24	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
322	10/22/21 17:54:27	10/22/21 18:04:15	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I think it is insensitive to continue to give significant importance to the act of Columbus landing in the Caribbean in 1492 given the significant destruction of native American culture following his arrival. We need to recognize that these individuals were colonists and settlers whose aim was not only exploration. At the same I recognize that there may be value in celebrating Italian American heritage although I am not sure if it needs to be federal holiday given that there are other cultures in the US that would also be deserving of such a celebration. Renaming Columbus day as indigenous peoples day provides a chance to have a dialog about our past and to discuss future reparations.
323	10/22/21 18:03:55	10/22/21 18:04:20	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
324	10/22/21 18:03:49	10/22/21 18:04:40	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
325	10/22/21 18:02:57	10/22/21 18:06:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Celebrating Columbus never made sense to me, even as a kid.
326	10/22/21 17:57:34	10/22/21 18:06:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	To celebrate Columbus Day would be to celebrate a legacy of genocide. I understand some would rather interpret the holiday as Italian-American pride, but there are several ways the city could celebrate Italian-Americans and their culture without hurting/disregarding Indigenous people who are still suffering the effects of cultural erasure, colonization, and the government's negligence. We need to forget Columbus Day and honor Indigenous People's Day instead.

327	10/22/21 18:03:28	10/22/21 18:07:13	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Indigenous people maintain an important part of the history of this land. Columbus had an important impact on world history. This need not be an either/or issue. Both can be properly observed.
328	10/22/21 18:07:52	10/22/21 18:09:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
329	10/22/21 18:07:50	10/22/21 18:09:11	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
330	10/22/21 18:08:17	10/22/21 18:09:29	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
331	10/22/21 18:04:14	10/22/21 18:11:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Renaming this holiday here is WAY overdue. I feel strongly that refocusing the honor of a holiday on the native peoples who were here first and have always been true stewards of the land, is the right thing to do. To keep Columbus Day in any form would show a biased leaning in our historically white European colonized community.
332	10/22/21 18:11:16	10/22/21 18:11:56	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	I believe the Norse were here first
333	10/22/21 18:12:22	10/22/21 18:13:08	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I'm Italian and even I know that Columbus was an asshole.
334	10/22/21 18:11:42	10/22/21 18:14:09	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	There are many more important issues for the city of Santa Clara to tackle than to spend resource on renaming or changing things or holidays.
335	10/22/21 18:10:15	10/22/21 18:14:10	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	CANCEL AND RENAME EVERYTHING!!! HOW ABOUT REMOVING THE STATUE IN THE POND BECAUSE ITS OFFENSIVE TO NON-CHRISTIAN PEOPLE? WHEN DO WE RENAME THE CITY? I'M SURE "SAINT CLAIRE OF ASSISI IS DEMORALIZING OR INSULTING TO NON-CHRISTIAN PEOPLE OF A WIDE VARIETY OF ETHNICITY. STOP THE MADNESS, THIS IS INSANITY AT ITS WORST.
336	10/22/21 18:16:25	10/22/21 18:17:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
337	10/22/21 18:16:47	10/22/21 18:17:44	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus Day is damaging to indigenous peoples' cultures and namesake.
338	10/22/21 18:17:31	10/22/21 18:18:30	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
339	10/22/21 18:14:04	10/22/21 18:20:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus never stepped foot in North America. Instead, he massacred Indigenous people in the Caribbean and became a slave trader. Why should we honor that behavior?
340	10/22/21 18:14:03	10/22/21 18:21:19	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	

341	10/22/21 18:17:00	10/22/21 18:22:08	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	We should stop demonizing Columbus, and also give Native Americans their day.
342	10/22/21 18:20:45	10/22/21 18:22:09	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
343	10/22/21 18:22:16	10/22/21 18:22:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
344	10/22/21 18:21:56	10/22/21 18:23:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Make sure that it maintains its status as a Federal Holiday, or have local enforcement of this as a protected holiday that businesses must observe!
345	10/22/21 18:21:15	10/22/21 18:24:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
346	10/22/21 18:25:25	10/22/21 18:27:21	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
347	10/22/21 18:25:03	10/22/21 18:27:54	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Columbus is recognized by Italians as an icon. Our city has deep Italian roots. We should not deny them their day. We also need to honor Indigenous People. Give them a day too but make it separate from Columbus Day. We need to include all.
348	10/22/21 18:24:40	10/22/21 18:28:39	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Changing the name of this holiday to Indigenous Peoples Day is the very least that could be done to recognize the actual people who discovered this land.
349	10/22/21 18:27:59	10/22/21 18:28:43	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I prefer to only observe indigenous peoples day
350	10/22/21 18:28:32	10/22/21 18:29:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We should be remembering the lives and cultures lost due to our colonization rather than celebrating those who caused mass genocide against those lives.
351	10/22/21 18:29:25	10/22/21 18:30:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
352	10/22/21 18:31:48	10/22/21 18:32:14	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
353	10/22/21 18:33:33	10/22/21 18:34:55	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
354	10/22/21 18:33:45	10/22/21 18:36:08	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It is long overdue to recognize the contributions of the indigenous people of this area and North America in general with a holiday. It is equally as long overdue to recognize Christopher Columbus through an objective historical lens, rather than rose colored lenses, for what his arrival the New World brought, colonialism and ethnic cleansing, and dispose of the holiday.
355	10/22/21 18:35:48	10/22/21 18:36:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

356	10/22/21 18:35:22	10/22/21 18:38:16	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus is nothing to celebrate and reflects our racist past. Better to honor those who were already here and who have suffered from it ever since.
357	10/22/21 18:34:49	10/22/21 18:38:27	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus was a brave explorer in his day, breaking the boundary of belief of what was possible. He did not bring violence to the native people, that was here already. He did not bring conquering and territory takeover here, that was here already.
358	10/22/21 18:40:00	10/22/21 18:40:32	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
359	10/22/21 18:38:44	10/22/21 18:41:06	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Anyone favoring or trying to celebrate Columbus in a positive light should read "Columbus and Other Cannibals: The Wetiko Disease of Exploitation, Imperialism, and Terrorism" by Jack D. Forbes
360	10/22/21 18:41:04	10/22/21 18:41:43	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
361	10/22/21 18:40:49	10/22/21 18:42:08	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
362	10/22/21 18:43:12	10/22/21 18:44:51	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
363	10/22/21 18:44:57	10/22/21 18:45:02	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
364	10/22/21 18:45:44	10/22/21 18:47:00	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
365	10/22/21 18:46:54	10/22/21 18:47:25	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
366	10/22/21 18:45:28	10/22/21 18:47:36	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I think we should observe Indigenous Peoples' Day on a day chosen by the Indigenous People - and completely disregard Columbus Day.
367	10/22/21 18:42:16	10/22/21 18:48:26	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Observe Indigenous People's Day and Italian American Heritage Day on the same day in October. Columbus Day came to be observed in a large part to recognize the contribution of Italians in America after the lynching of Sicilians in Louisiana. Columbus Day resonates with many Italian Americans as a time to celebrate their culture.
368	10/22/21 18:47:13	10/22/21 18:49:05	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Keep the days separate.
369	10/22/21 18:52:26	10/22/21 18:53:09	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
370	10/22/21 18:51:48	10/22/21 18:53:45	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	

371	10/22/21 18:41:38	10/22/21 18:54:54	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Renaming the holiday I think it is the right to do for indigenous people trying to keep their native culture from disappearing. The bay area has sooo many cultures. Maybe we should have a "celebrate culture" day so everyone can feel good about themselves? But I think there is something special about the local, indigenous culture that makes a place special and unique.
372	10/22/21 18:51:33	10/22/21 18:54:54	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	for one thing, most of the people who want I day are in fact descended from the nation or nations C represented. The indignity they claim to feel is hypocritical.
373	10/22/21 18:33:22	10/22/21 18:54:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
374	10/22/21 18:57:35	10/22/21 18:58:36	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Keep history history. Stop trying to cancel everything and stop feeding into this craziness!!!
375	10/22/21 18:59:41	10/22/21 19:00:50	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
376	10/22/21 19:02:18	10/22/21 19:05:32	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I think it's inappropriate and immoral to celebrate and honor a European colonizer--that is, Columbus--who helped bring about the oppression and near-extirmination of indigenous peoples whose land this was first. Columbus and other later European imperialists stole indigenous people's lands and tried to suppress their cultures, traditions, spiritual beliefs, etc. I think it would be much more appropriate, ethical, and just to rename the holiday as "Indigenous People's Day."
377	10/22/21 19:03:19	10/22/21 19:05:37	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
378	10/22/21 19:04:13	10/22/21 19:05:59	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	What is the matter with people, trying to cancel everyone. Columbus wasn't perfect. No one is. Let's learn from our mistakes so we don't repeat them. I am tired of all this crap!
379	10/22/21 19:04:44	10/22/21 19:06:42	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Time for this rather fraudulent holiday to be removed, That said, no one from any of the Ohlone, Miwok, Pomo or Hupa peoples call them selves ANYTHING but Indian.
380	10/22/21 19:07:06	10/22/21 19:07:25	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
381	10/22/21 19:08:23	10/22/21 19:09:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
382	10/22/21 19:09:21	10/22/21 19:10:09	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
383	10/22/21 19:11:03	10/22/21 19:11:18	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

384	10/22/21 19:10:11	10/22/21 19:11:18	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
385	10/22/21 19:04:35	10/22/21 19:14:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Wow! I can elaborate on this matter plenty. Rather I will be concise. As a daughter of immigrants, whose lived here her entire life and who has read plenty on the arrival of Christopher Columbus and how he and his people attempted to erase the indigenous tribes who were present at that time, their culture, their history and impose their beliefs and conquer the land that was already fruitful in so many ways. I believe it is awful to have a day that celebrates someone who actually was part of the destruction of indigenous tribes and should not be commemorated.
386	10/22/21 19:10:00	10/22/21 19:15:39	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	I am an immigrant to America, arriving here in 1999. I have read up on the history of the United States and find that it is not much different than many other countries (including the one I came from) in terms of various wars/battles/etc taking place over the years. I'm not in favor of trying to revise history and accommodating all sorts of "new traditions", I would like to respect the traditions of where I now find myself as it is a great country. I am not offended at all by Columbus Day, and would like to keep the status quo.
387	10/22/21 19:15:34	10/22/21 19:16:22	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
388	10/22/21 19:15:02	10/22/21 19:18:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a colonizer and murdered, raped and pillaged from our First Nation peoples. As a Native Hawaiian, this day needs to be renamed Indigenous Peoples Day.
389	10/22/21 19:15:35	10/22/21 19:19:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
390	10/22/21 19:13:37	10/22/21 19:19:21	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Is there some way of celebrating Italian culture & heritage WITHOUT naming it or relating it to Columbus? Better yet, some sort of multi cultural day where ALL cultures in this melting pot could be celebrated? Where different culture foods and art & dance are celebrated? I'd LOVE that kind of celebration!
391	10/22/21 19:13:52	10/22/21 19:19:45	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	This is our history. We cannot change it and we learn from it. Destroying what made the U.S. the country it is today is wrong. If we want to honor the people who were here when Columbus arrived then a separate holiday is fine but quit destroying our history -- WE LEARN FROM IT. There is way too much POLITICAL CORRECTNESS these days.
392	10/22/21 19:20:31	10/22/21 19:21:53	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
393	10/22/21 19:23:38	10/22/21 19:24:20	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

394	10/22/21 18:37:53	10/22/21 19:27:45	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
395	10/22/21 19:26:30	10/22/21 19:27:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus does not need to be honored.
396	10/22/21 19:26:24	10/22/21 19:31:29	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	respect the history while we pay respect to the people. We should not modify history to suite our taste change.
397	10/22/21 18:53:34	10/22/21 19:31:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	History shapes our present realities. History has been distorted to glorify the Columbus myths that led to the immiseration and decimation of indigenous people. Recognizing Columbus Day has no legitimacy. It exacerbates the historical trauma that native peoples face and is a missed opportunity for the rest of us to learn from the past and make connections to the present.
398	10/22/21 19:34:40	10/22/21 19:34:58	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
399	10/22/21 19:36:23	10/22/21 19:37:48	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Indigenous peoples' day is the right thing to do.
400	10/22/21 19:42:10	10/22/21 19:43:31	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	All is important to how we have gotten here, We should not erase history but learn from it.
401	10/22/21 19:42:37	10/22/21 19:44:26	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Given the history surrounding Columbus, we should not be honoring him, at all w/ a holiday. Instead, honoring indigenous people makes more sense.
402	10/22/21 19:44:59	10/22/21 19:45:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
403	10/22/21 19:51:11	10/22/21 19:51:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
404	10/22/21 19:19:30	10/22/21 19:53:09	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
405	10/22/21 19:48:45	10/22/21 19:54:25	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Getting rid of Columbus Day erases his positive impact. Having only indigenous day paints Columbus as all evil. I think we can have both
406	10/22/21 19:50:48	10/22/21 19:54:54	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Replace Columbus Day with Indigenous Peoples Day
407	10/22/21 19:47:48	10/22/21 19:56:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus Day has been observed for less than 100 years. Columbus was a kidnapping, murdering, rapist who sold 9 year old girls into sexual slavery. Celebrating his life is absurd. He did not "discover" America in any sense of the word. The Vikings had settlements here, so he wasn't even the first European. The many native American peoples have been here in many different civilizations and it's time to acknowledge how much was lost when the Spaniards and other colonists destroyed their civilization.

408	10/22/21 19:56:19	10/22/21 19:57:16	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
409	10/22/21 19:54:44	10/22/21 19:59:46	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	We need to remember both events..
410	10/22/21 20:04:54	10/22/21 20:05:23	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
411	10/22/21 20:03:19	10/22/21 20:06:40	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	No comment
412	10/22/21 20:05:12	10/22/21 20:08:29	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	As an Italian American I feel that legacy should not be eliminated from memory especially in this area where so many Italians settled and contributed to the growth of the nation.
413	10/22/21 20:08:34	10/22/21 20:08:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
414	10/22/21 20:09:05	10/22/21 20:10:11	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's long due to acknowledge native Americans and denounce the failed explorer Columbus
415	10/22/21 20:09:32	10/22/21 20:10:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
416	10/22/21 20:09:46	10/22/21 20:12:55	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
417	10/22/21 20:12:47	10/22/21 20:14:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
418	10/22/21 20:14:31	10/22/21 20:14:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
419	10/22/21 20:13:42	10/22/21 20:15:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
420	10/22/21 20:13:45	10/22/21 20:15:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
421	10/22/21 20:02:22	10/22/21 20:17:57	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Since scientists have now proven that the Vikings were in North America almost 500 years before Columbus, there is no reason why we should celebrate him anymore. If the City administration doesn't move to replace Columbus Day with Indigenous People's (or similar) Day, you are essentially supporting genocide and white supremacy. Source: https://www.reuters.com/lifestyle/science/goodbye-columbus-vikings-crossed-atlantic-1000-years-ago-2021-10-20/
422	10/22/21 20:25:01	10/22/21 20:27:55	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

423	10/22/21 20:29:40	10/22/21 20:31:24	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
424	10/22/21 20:09:44	10/22/21 20:32:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I would suggest to call what is currently called Columbus Day as People's day (no more Columbus day; nor indigenous people day). All people would mean : native from the north, central and south America as well as people from all other continents. Either way, I would not like the city of Santa Clara observing (closed) on two days. Doesn't the city of Santa Clara has more holidays than other governmental institutions?
425	10/22/21 20:08:34	10/22/21 20:48:19	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus have been very much maligned (and so has Junipero Serra). The pendulum have swung way too far. Columbus made a huge contribution to our world today and that should be acknowledged. I agree that Indigenous people were mistreated badly by some conquistadores, British and American colonies , etc. and then laid blame on Columbus .
426	10/22/21 20:46:11	10/22/21 20:48:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus should not continue to be observed given that he did not "discover" anything. He wasn't even the first non-indigenous group to land in the Americas.
427	10/22/21 20:34:23	10/22/21 20:48:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Okay. In the 1898 Supreme Court Case, Williams v. Mississippi, the Court gave lip service to the the Constitution's explicit words securing citizenship and equality for all, but then declared that there was "a field of permissible action" whereby bigotry and segregation might be allowed to simmer. In other words, if "everybody" goes along with it, we can just ignore the words of that pesky ole Constitution. (... and that hypocritical Declaration ...) Whether we have made much progress since then is still debated. Reassessing whom we honor is a small step. If we rein ourselves in and move closer to our professed ideals, it's a start.
428	10/22/21 20:40:08	10/22/21 20:49:06	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Stop tinkering with history and pushing your anti-European BS. Slavery has been and IS world-wide and ALL races have been perpetrators. It is what it is...an ugly side of human nature but we need to learn from it, not sweep it under the rug
429	10/22/21 20:48:38	10/22/21 20:50:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Change name to Discovery Day to encompass both.
430	10/22/21 20:49:40	10/22/21 20:50:32	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
431	10/22/21 20:53:35	10/22/21 21:00:10	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	The people who are trying to change Columbus day in my opinion are bored. There lives are so empty they have make things up and accuse America of being a racist country. Get a life and leave us alone.
432	10/22/21 21:02:04	10/22/21 21:05:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Much of Santa Clara is on land that belongs to the Indigenous Peoples that once lived here. I hope we recognize that on the day. Columbus is remembered already in many names of places.

433	10/22/21 21:03:23	10/22/21 21:05:09	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
434	10/22/21 21:04:37	10/22/21 21:05:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
435	10/22/21 21:15:05	10/22/21 21:15:50	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
436	10/22/21 21:20:31	10/22/21 21:21:00	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Its right they are both celebrated/remembered
437	10/22/21 21:19:49	10/22/21 21:21:09	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	See answer to question #1. 😊
438	10/22/21 21:29:46	10/22/21 21:30:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
439	10/22/21 21:30:54	10/22/21 21:31:10	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
440	10/22/21 21:30:05	10/22/21 21:31:45	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Are the results of the survey ever going to be made public?
441	10/22/21 21:31:49	10/22/21 21:31:55	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
442	10/22/21 21:31:58	10/22/21 21:33:32	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	What kind of accuracy do you expect to get the same person can vote multiple times?
443	10/22/21 21:32:45	10/22/21 21:34:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
444	10/22/21 21:29:29	10/22/21 21:36:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a cruel European conqueror and should have never been honored with a holiday. On the other hand, the first people to live on this continent in harmony with nature, and who were treated savagely by Europeans & U.S. citizens for centuries, deserve to be honored and listened to. (At the moment, the irony of many of them being arrested in DC on October 11th 2021 for protesting the climate-destroying, water & land polluting pipelines, is not lost on anyone paying attention.)
445	10/22/21 21:36:37	10/22/21 21:37:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
446	10/22/21 21:46:40	10/22/21 21:47:20	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Columbus. Stop rewriting history
447	10/22/21 21:57:00	10/22/21 21:59:06	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I strongly support replacing Columbus Day, which celebrates a truly awful human being (much worse than some of his contemporaries) for "discovering" an already occupied land, with a day which acknowledges and honors the many peoples who lived here for generations and were forcefully supplanted by European colonists.
448	10/22/21 21:59:55	10/22/21 22:00:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

449	10/22/21 22:00:51	10/22/21 22:02:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	This is long overdue and I'm glad the conversation is taking place - definitely need to rid of honoring a person that has caused so much trauma to indigenous peoples.
450	10/22/21 22:09:17	10/22/21 22:10:23	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	You guys need to get a better jobs. Fix homelessness and crime before you start thinking of such useless shit.
451	10/22/21 22:04:23	10/22/21 22:12:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Celebrating Columbus day is like flying a Confederate flag. It disregards the historic oppression of certain groups of people. We need to change the paradigm.
452	10/22/21 22:16:54	10/22/21 22:20:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	There are no "two sides" to colonization and dispossession
453	10/22/21 22:12:11	10/22/21 22:20:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Although Colombus discovered the Americas for Europeans, he was the oppressor that put Native Americans in the struggles they still face to say. The reservations, the Indian Removal Act can all be traced back to Colombus, just by common sense alone.
454	10/22/21 22:22:34	10/22/21 22:25:33	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
455	10/22/21 22:29:58	10/22/21 22:30:09	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
456	10/22/21 22:22:57	10/22/21 22:31:16	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	If you truly want to be inclusive (as opposed to using the word "inclusive" as a way to erase white people/history), then Santa Clara should observe both Columbus Day and Indigenous Peoples' Day.
457	10/22/21 22:31:00	10/22/21 22:32:06	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
458	10/22/21 22:29:13	10/22/21 22:32:39	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus drove the slaughter and displacement of indigenous people. It's totally tone deaf and downright immoral to continue celebrating him.
459	10/22/21 22:33:02	10/22/21 22:33:32	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
460	10/22/21 22:33:19	10/22/21 22:35:14	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
461	10/22/21 22:30:10	10/22/21 22:36:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I don't see a reason to celebrate violence, slavery, forced assimilation and conversion, and colonization. It's no brainer. Change Columbus Day to Native People's Day.
462	10/22/21 22:35:14	10/22/21 22:36:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus committed atrocities and is not a great man to celebrate. I definitely support no longer celebrating Columbus Day. I also think we could probably all use a day to reflect, learn, and celebrate the history and culture of the indigenous peoples of the Americas.
463	10/22/21 22:37:42	10/22/21 22:38:54	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Leave it as is
464	10/22/21 22:32:02	10/22/21 22:39:38	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was looking for India. He only missed by 15,000 miles or so. Why celebrate this error?

465	10/22/21 22:39:45	10/22/21 22:40:55	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Keep both!
466	10/22/21 23:00:07	10/22/21 23:00:48	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
467	10/22/21 17:05:50	10/22/21 23:03:23	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Columbus is part of the history that can't be erased.
468	10/22/21 23:13:01	10/22/21 23:13:46	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
469	10/22/21 23:13:58	10/22/21 23:14:05	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
470	10/22/21 23:07:13	10/22/21 23:14:33	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Both have significant history, remembrance, transitions, and lessons right now for our communities. Also to further a path for growth, community, and progress we want to assure opportunities for reflection, growth, and trust to be established. (These opportunities could include, for instance: time, comfort, familiarity, co-ownership/buy-in, accountability, inclusivity, etc)
471	10/22/21 23:15:20	10/22/21 23:19:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's a good step in recognizing that Columbus did horrible things to the people on whose land he arrived upon. Why should we celebrate this?
472	10/22/21 23:18:29	10/22/21 23:20:10	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
473	10/22/21 23:22:51	10/22/21 23:24:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a war criminal. Not currently into celebrating war criminals.
474	10/22/21 23:24:30	10/22/21 23:25:51	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
475	10/22/21 23:22:42	10/22/21 23:28:11	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We can not change or re-write history, but we can learn from the past. We will not make the same mistakes our ancestors/forebearers did. We grew up with certain holidays, why confuse people by renaming them?
476	10/22/21 23:28:39	10/22/21 23:29:39	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
477	10/22/21 23:25:22	10/22/21 23:33:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Native Americans deserve to be the center of the narrative.
478	10/22/21 23:29:55	10/22/21 23:34:32	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	I don't feel changing name of holiday is the answer. We change our attitude or opinion of things but we cannot change history. We forget our history „bad or wrong as it is, apt to repeat it

479	10/22/21 23:33:00	10/22/21 23:37:27	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	As an Italian-American, I've always been proud of my heritage (not to the exclusion of other people's heritage), and that Columbus discovered America, even tho, like a lot of things, this has been proved inaccurate. I'd like to see a celebration of the good things Italian Americans have brought to America. AND I'd like to see a celebration of Native Americans who have contributed much to this country - and an accurate history of how they have been treated. We need to make amends for how abysmally they were - AND ARE - treated.
480	10/22/21 23:35:21	10/22/21 23:38:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's time to honor truth and history and center the voices of Native Californians who are speaking out against historical and ongoing practices of colonization. It's time to tackle Santa Clara's city motto, the history legacy of the mission, and actively give the land back to the peoples it was stolen from. Sincerely, a fellow colonizer
481	10/22/21 23:38:05	10/22/21 23:41:02	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Indigenous Peoples' Day only
482	10/22/21 23:43:04	10/22/21 23:43:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
483	10/23/21 0:07:01	10/23/21 0:07:41	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Keep it as Columbus Day
484	10/22/21 17:01:40	10/23/21 0:07:47	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
485	10/23/21 0:13:27	10/23/21 0:14:31	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
486	10/23/21 0:30:35	10/23/21 0:31:10	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
487	10/23/21 0:54:56	10/23/21 0:57:22	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
488	10/23/21 0:56:27	10/23/21 0:57:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Don't celebrate Columbus day, he was an invader.
489	10/23/21 1:02:52	10/23/21 1:09:44	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	I think we should have both. We cannot ignore history by eliminating it. We need to acknowledge it and learn from it. So by observing both - on different days - we can learn from both.
490	10/23/21 1:18:33	10/23/21 1:19:29	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

491	10/23/21 2:49:34	10/23/21 2:54:25 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	I'm latino and have of 40% indigenous blood. There's a lot of things that are more important and productive that tweaking or adding silly holidays, that is if you don't want to end like the poor countries in Latin America. Please use my tax money for something meaningful.
492	10/23/21 2:53:42	10/23/21 2:55:31 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
493	10/23/21 3:51:22	10/23/21 3:52:34 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
494	10/23/21 4:36:19	10/23/21 4:38:58 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
495	10/23/21 5:04:00	10/23/21 5:04:50 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
496	10/23/21 5:07:08	10/23/21 5:10:12 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus day was an absurd observance from the get-go, and should never have been a holiday.
497	10/23/21 5:26:13	10/23/21 5:27:07 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
498	10/23/21 6:18:00	10/23/21 6:19:29 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
499	10/23/21 6:00:57	10/23/21 6:22:31 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We need to acknowledge all sides of history and explain both the good and bad that come from historical events.
500	10/23/21 6:29:51	10/23/21 6:30:33 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
501	10/23/21 6:31:36	10/23/21 6:32:12 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
502	10/23/21 6:47:12	10/23/21 6:50:30 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	I disagree with turning the famous from history into villains
503	10/23/21 6:51:37	10/23/21 6:52:39 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
504	10/23/21 7:02:28	10/23/21 7:02:55 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	

505	10/23/21 7:05:35	10/23/21 7:14:20	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	The concept of celebrating "Indigenous Peoples' Day" is odd to me. What are we celebrating? Who are we celebrating, e.g., Native Americans or just any Indigenous People from anywhere? The idea that we would simply swap Columbus for Indigenous People misses some fundamental points. No, Columbus wasn't the first to discover the continent, arguably not even the first to discover it by boat from Europe. However, he established the continent for colonization for Europe. And, while colonization has negative associations, it is also the only way that our country and others could have been established as they exist. This intentional effort to erase important historical contributions by people we judge harshly under today's lens of morality is a dangerous trend. Teach the good and the bad through the memory, rather than simply expunge it from our history. And, if you want to celebrate Native Americans, specifically, find a way to do so that makes more sense and doesn't seem to be such a trivial, half-hearted approach as simply exchanging names on a holiday.
506	10/23/21 7:15:21	10/23/21 7:15:40	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
507	10/23/21 7:20:02	10/23/21 7:21:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
508	10/23/21 7:28:20	10/23/21 7:35:14	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	As an African American. Person who is all too familiar with the horrors of abuse towards not just indigenous people but Africans brought her against their will. I can relate to their struggle which is brought to life more when history is corrected. As it should be. I can only hope it is also one step closer for African Americans and descendants of slaves to get the Reparations they are due for all the lynching, raping, killing, separation of families, racism/discrimination and free labor my people endured.
509	10/23/21 7:34:34	10/23/21 7:35:51	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
510	10/23/21 7:31:21	10/23/21 7:36:17	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
511	10/23/21 7:47:47	10/23/21 7:48:17	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
512	10/22/21 15:48:47	10/23/21 7:49:21	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
513	10/23/21 7:52:52	10/23/21 7:53:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

514	10/23/21 7:44:58	10/23/21 7:53:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It is inappropriate to celebrate a genocidal maniac. It is also silly to celebrate a navigator who discovered a new continent, yet who insisted he was in Asia. We owe a lot to the Indigenous People of North America and should use this day to communicate that fact to the people of Santa Clara.
515	10/23/21 8:09:51	10/23/21 8:12:28	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
516	10/23/21 8:17:27	10/23/21 8:19:29	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
517	10/23/21 8:19:39	10/23/21 8:20:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
518	10/23/21 8:21:46	10/23/21 8:22:56	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
519	10/23/21 8:38:39	10/23/21 8:43:10	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	My opinion is, that the best people to answer this survey are the Native American Peoples themselves. Would it be a good idea to make a Native American festivity a federal holiday? What would represent October 12th to them? When did the Spanish empire touched them? Is this date the same for all of them?
520	10/23/21 8:43:15	10/23/21 8:44:00	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
521	10/23/21 8:39:59	10/23/21 8:47:43	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Proponents of Indigenous People's Day love to say, "This is not anti-Italian; It's anti-Columbus." But that is a lie. Are they calling to rename the day "Italian Heritage Day"? NO! They are demanding the day be taken completely away from Italian Americans and there is nothing more anti-Italian than this! This is NOT being inclusive. And anyone that votes in favor of eliminating our day of celebration is just as guilty of racism and discrimination as the people calling for it's removal, especially when they're not even calling to rename the day "Italian Heritage Day." Fact is scholars have proven that Christopher Columbus is accused of crimes committed by his political adversaries and actions of leaders that came after him. Historical research shows that Columbus advocated for the rights of Indigenous People and punished his own men when they committed crimes against the Natives. Time and again writings show that Columbus hoped to peacefully convert Native Americans to Christianity through teaching and not force. By Papal law, once people converted to Christianity they could not be enslaved so how could he possibly have intended to pursue slavery? Yet it seems the flames of uneducated radicalized mobs continue to dictate the course of this country as they
522	10/23/21 8:47:47	10/23/21 8:47:56	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

523	10/23/21 8:48:32	10/23/21 8:48:43	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
524	10/23/21 8:50:42	10/23/21 8:56:23	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	History is a viewpoint. Not something we rewrite or disguise. Acknowledge both.
525	10/23/21 8:58:26	10/23/21 8:59:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
526	10/23/21 9:06:38	10/23/21 9:09:02	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
527	10/23/21 9:09:48	10/23/21 9:10:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's time Santa Clara makes the decision to be on the right side of history.
528	10/23/21 9:26:16	10/23/21 9:28:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was not the first European to discover the Western Hemisphere. But, he was the first to pillage and destroy the lands of the Indigenous People.
529	10/23/21 9:29:33	10/23/21 9:30:39	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
530	10/23/21 9:34:21	10/23/21 9:35:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
531	10/23/21 10:00:37	10/23/21 10:01:17	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
532	10/23/21 10:01:51	10/23/21 10:02:25	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
533	10/23/21 10:01:55	10/23/21 10:04:50	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	recent research has unveiled that Columbus was NOT the first explorer to discover America, archaeology has proved that Vikings and even the Chinese have landed on our shores before Columbus. in essence, a holiday for Columbus is no longer relevant. a holiday that honors Native Americans is LONG LONG LONG overdue.
534	10/23/21 10:02:50	10/23/21 10:05:16	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I feel strongly that Native peoples are recognized. This day should be about remembering the people that were taken advantage of and forced away from their homes and their culture.
535	10/23/21 10:03:01	10/23/21 10:05:47	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	I want to honor indigenous people, while celebrating the achievements of explorers like Columbus. Can we do both?
536	10/23/21 10:05:53	10/23/21 10:06:20	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus sucks!
537	10/23/21 10:03:27	10/23/21 10:06:46	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Indigenous Peoples' Day is an inclusive name, whereas Columbus Day is an implicit celebration of genocide. I agree the name should be changed.

538	10/23/21 10:03:53	10/23/21 10:07:13	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Why would we want to celebrate someone who committed genocide and raped and pillaged many indigenous communities? And how can we celebrate indigenous and native people while also celebrating a man who tried to wipe them off their own land? You cannot celebrate both simultaneously and we shouldn't celebrate a horrible man.
539	10/23/21 10:09:56	10/23/21 10:15:09	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We need more holidays! And definitely need them on different days, here's the advantages of doing that. When we have more holidays, we will consume, that means we will spend money, we don't need stimulus checks that often but we definitely need more holidays, you guys will make Santa Clara county as the best county over USA without almost zero cost. Why not?
540	10/23/21 10:12:50	10/23/21 10:18:39	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	We should not ignore the fact that Columbus did come to North America. I see nothing wrong with having a celebration for Native American people but it should not eliminate Columbus. If you really want people to honor Native Americans give them their own/new date. Otherwise there will always be people that will not change and will reticulate and not observe. Start off fresh!
541	10/23/21 10:09:48	10/23/21 10:22:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
542	10/23/21 10:23:01	10/23/21 10:24:39	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Accepting the truth of our history and honoring those whose lives were stolen from has been long overdue .
543	10/23/21 10:25:01	10/23/21 10:25:17	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
544	10/23/21 10:29:41	10/23/21 10:30:03	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
545	10/23/21 10:46:14	10/23/21 10:49:05	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Without Columbus, America as we know it would not exist. All heritages, indigenous or other, should be preserved. America has a great non-ethnic heritage that we should all honor.
546	10/23/21 11:10:39	10/23/21 11:10:52	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Both!
547	10/23/21 11:15:59	10/23/21 11:20:20	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	You should get rid of BOTH, and in fact all holidays. Non-christians don't celebrate Christmas..... Yom Kipur is the most holy day of the Jewish culture, yet no holiday. We should have the first Monday of every month off as a "reflection day"..... people can reflect on anything they want.
548	10/23/21 11:21:51	10/23/21 11:22:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a terrible person and should not be celebrated.

549	10/23/21 11:27:01	10/23/21 11:30:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I'm sure you've seen this take on Columbus by The Oatmeal comic author? https://theoatmeal.com/comics/columbus_day He was an awful person. He intentionally brought cruelty and destruction. Please, let's stop celebrating him.
550	10/23/21 11:34:30	10/23/21 11:36:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
551	10/23/21 12:10:49	10/23/21 12:11:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
552	10/23/21 12:13:29	10/23/21 12:28:03	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	History is factual. Redefining events of the past masquerades historic people. Columbus' voyage and three ship fleet began the expansion of the known world. We should acknowledge his courage and fortitude rather than attempting to hide it. While some wish to focus on historical faults, we should instead celebrate the great accomplishment. Acknowledge the courage of 15th century explorers who opened the creation of our western society. Our society with ideals unmatched in South America and socialist, marxist nations.
553	10/23/21 12:31:11	10/23/21 12:32:08	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Observe both Native American heritage day and indigenous peoples day
554	10/23/21 12:59:46	10/23/21 13:01:08	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Next they'll want to remove Christ
555	10/23/21 13:05:43	10/23/21 13:06:55	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
556	10/23/21 13:24:05	10/23/21 13:31:17	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	There's no reason to celebrate a man like Columbus. It's not just the actual colonization of the Americas that's a problem for me in regards to this specific issue, it's the fact that he was horrible even by standards of his own time. But if we do change to Indigenous Peoples' Day, which is what we "celebrate" in my home, we need something to ensure that it isn't all about the white man vs the indigenous man. A holiday should be something to celebrate, period. It needs to be inclusive as well, something for all Americans, even those from other countries (like myself), to celebrate. There are plenty of things within indigenous cultures that aren't sacred, they could be shared among the people of the US.
557	10/23/21 13:41:38	10/23/21 13:42:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
558	10/23/21 13:47:59	10/23/21 13:48:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

559	10/23/21 13:48:33	10/23/21 13:50:02	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
560	10/23/21 14:07:03	10/23/21 14:08:07	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Even if you wanted to honor the european that discovered america, we already have lots of proof that it wasnt columbus. Drop the columbus day entirely.
561	10/23/21 14:15:53	10/23/21 14:17:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Stop celebrating Columbus Day!
562	10/23/21 12:00:57	10/23/21 14:19:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
563	10/23/21 14:27:49	10/23/21 14:33:26	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Celebrating Columbus Day perpetuates the myth that he discovered an unknown, unpopulated continent. Not only were there many people already living here, but many European fleets fished off the Atlantic coast, Vikings had been here before, and a number of people from various other countries also visited or found the Americas. Let's have accurate history being told and taught.
564	10/23/21 14:34:55	10/23/21 14:35:12	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
565	10/23/21 14:55:09	10/23/21 14:58:56	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Another alternative is to observe both, but rename Columbus Day to Italian-American Heritage Day. Reframing the name of the day will both acknowledge the problematic history of Columbus while still honoring the contributions of the Italian-American community to the US.
566	10/23/21 15:00:22	10/23/21 15:00:42	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
567	10/23/21 15:15:57	10/23/21 15:16:26	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	We are all Indigenous from somewhere!
568	10/23/21 15:47:08	10/23/21 15:49:03	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

569	10/23/21 15:29:35	10/23/21 15:53:00	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	I do not see the need to eliminate Columbus Day from the calendar. Yes, the Native Americans were mistreated by some, but what is overlooked is the many who treated them kindly and with respect. The image of who Columbus was and what he did has been misrepresented. Also what is overlooked is the Native American tribes who were very cruel to other tribes or to the Europeans. Christianity is not spread by violence. Read about the North American martyrs who gave their lives in service to teaching and helping the Hurons and were massacred by the very tribes they tried to help. Violence unfortunately is a part of human history, no matter the country. All of us are to blame for this, regardless of our race or creed. I do not see Columbus Day as a day to celebrate those who mistreated the Native Americans. It is a day to remember an historical event in which the land of America was discovered and is the reason why many of us live here in our country today. To add another day to honor Native Americans is a fine thing to do but I don't see why Columbus has to be thrown aside to do this.
570	10/23/21 16:02:20	10/23/21 16:03:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
571	10/23/21 16:03:25	10/23/21 16:20:48	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	The committee needs to recognize and embrace balanced perspectives. Columbus was a great man in many ways, and he had serious faults in other ways. We should continue to recognize him for the great things that he accomplished as well as continue to educate our community about the evil that was perpetuated against Native Americans, Africans, and Asians by Columbus, our leaders, and by our common citizens throughout our history. We can not condone nor allow the hate that has been recently espoused by certain radical elements in the name of making America great. The concepts of Columbus Day and Indigenous People's Day are unrelated and are not mutually exclusive.
572	10/23/21 16:32:44	10/23/21 16:34:43	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Glad you are looking at this.
573	10/23/21 16:41:21	10/23/21 16:42:06	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
574	10/23/21 16:47:45	10/23/21 16:49:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Long overdue!
575	10/23/21 17:13:24	10/23/21 17:13:53	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

576	10/23/21 18:22:35	10/23/21 18:33:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I am glad to see some official recognition of Indigenous Peoples. I hope that social support for their surviving descendants, languages, and cultures will improve and increase. Thank you.
577	10/23/21 19:47:54	10/23/21 19:48:36	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
578	10/23/21 20:04:35	10/23/21 20:05:20	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
579	10/23/21 20:00:02	10/23/21 20:06:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Keeping both observances would feel even MORE offensive to me. It would be nice to find a way to honor Italian American heritage with the removal of Columbus day. Some recognition so that this isn't a loss but a refocusing.
580	10/23/21 20:00:50	10/23/21 20:11:01	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Pick a day, other than October 2, to acknowledge Native American History from pre-history to the current era.
581	10/23/21 20:20:37	10/23/21 20:25:08	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	If Columbus Day is disbanded so should Christmas, Thanksgiving, Memorial Day, and Fourth of July and any other day that celebrates American Heritage or holidays brought to that are celebrated due to the earliest immigrants to this country. The only day that should be celebrated is Indigenous People.
582	10/23/21 20:25:29	10/23/21 20:26:39	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
583	10/23/21 20:31:24	10/23/21 20:33:13	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus didn't discover anything. Indigenous people were just fine before he arrived.
584	10/23/21 21:07:16	10/23/21 21:07:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
585	10/23/21 19:50:11	10/23/21 21:24:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I don't have an opinion on the date for Indigenous People's Day, but Columbus does not need a national holiday.
586	10/23/21 21:31:06	10/23/21 21:31:46	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
587	10/23/21 21:58:00	10/23/21 21:59:16	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Make an additional holiday, quit kneeling to the cancel culture mob and erasing history.
588	10/23/21 21:59:36	10/23/21 21:59:43	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
589	10/23/21 21:59:54	10/23/21 21:59:58	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
590	10/23/21 22:59:25	10/23/21 23:08:29	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	It is not a problem at all. It's like a visibility of work to prevent Twitter crying from several offended person. They find new way to be offended. Stop care about minor things that are not interesting to major population. Care about home prices, about ecology, about endangered species, about 2nd amendment, about forest fires, about water!, about crimes. Thank you.

591	10/23/21 23:22:43	10/23/21 23:23:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
592	10/23/21 23:50:53	10/23/21 23:52:46	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
593	10/24/21 7:17:11	10/24/21 7:18:25	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
594	10/24/21 7:30:15	10/24/21 7:31:22	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Glenna Hall
595	10/24/21 7:38:20	10/24/21 7:38:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
596	10/24/21 7:58:40	10/24/21 8:15:18	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	We shouldn't forget the past but we should honor those who need to be remembered for what of today's views are have changed they should not be forgotten.
597	10/24/21 8:27:48	10/24/21 8:29:19	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
598	10/24/21 9:10:32	10/24/21 9:12:20	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
599	10/24/21 9:35:36	10/24/21 9:36:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
600	10/24/21 10:13:07	10/24/21 10:14:10	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
601	10/24/21 10:24:04	10/24/21 10:26:00	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Columbus Day is important to Italian Americans and traditionalists, but leaves many others cold. Observing both Columbus Day and Indigenous Peoples Day on the same day allows everyone to choose the observation that is meaningful to them.
602	10/24/21 10:37:03	10/24/21 10:38:49	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Thank you for your awareness of cultural heritage and history.
603	10/24/21 11:00:17	10/24/21 11:01:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
604	10/24/21 11:14:10	10/24/21 11:15:48	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus never set foot in 'America.' It's a stupid holiday. Please honor Native Americans--it's the least we can do!
605	10/24/21 11:36:16	10/24/21 11:38:36	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
606	10/24/21 11:39:57	10/24/21 11:42:43	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Indigenous people already have August 9th, the day after Thanksgiving and the month of November to celebrate their great heritage.

607	10/24/21 11:42:55	10/24/21 11:43:48	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
608	10/24/21 11:47:30	10/24/21 11:51:49	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	I would like to see both observed on the SAME day, thus insuring the history of both are recorded and recognized. I am NOT in favor of erasing history....
609	10/24/21 11:50:19	10/24/21 11:53:37	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We should not hide or dismiss history. We can observe and celebrate both on the same day.
610	10/24/21 11:50:55	10/24/21 11:55:01	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Too much of American history good or bad is being erased. Leave the statues, history as it was and learn from it and do better.
611	10/24/21 11:52:05	10/24/21 11:55:25	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
612	10/24/21 11:57:22	10/24/21 11:59:39	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
613	10/24/21 13:05:15	10/24/21 13:05:50	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Drop Columbus.
614	10/24/21 12:52:50	10/24/21 13:09:56	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	We should not be changing history just because a few individuals doesn't like what happened. President Franklin D. Roosevelt declared it a national holiday in 1939 and it should stay that way, if the individuals want an Indigenous Peoples Day go ahead and declare one but don't change history. Taking away Columbus Day is denying the Italian-American culture which has done so much for this nation and this valley.
615	10/24/21 13:09:28	10/24/21 13:32:04	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Let Columbus be celebrated as an explorer along with other explorers at some other date. Indigenous people deserve a day of recognition to realign history on the actual roles their ancestors were forced into, to share their culture, and to explain their current needs and struggles.
616	10/24/21 13:26:05	10/24/21 13:32:47	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
617	10/24/21 13:49:14	10/24/21 13:49:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
618	10/24/21 13:55:44	10/24/21 14:02:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
619	10/22/21 23:06:51	10/24/21 14:02:07	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Celebrate both days
620	10/24/21 14:45:28	10/24/21 14:46:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
621	10/24/21 15:09:47	10/24/21 15:10:08	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	We already celebrate both, please keep it this way!

622	10/24/21 15:22:43	10/24/21 15:24:11	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
623	10/24/21 15:24:22	10/24/21 15:25:57	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
624	10/24/21 15:28:48	10/24/21 15:31:41	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Let's keep both.
625	10/24/21 15:32:44	10/24/21 15:33:13	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
626	10/24/21 15:54:03	10/24/21 15:55:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
627	10/24/21 16:15:18	10/24/21 16:20:40	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Until reading this summary, I had never heard of Columbus Day as a celebration of Italian-American heritage. It has always been presented to me as focused on an individual man who came to North America (and not even the first European to do so, we now know). I can understand that if Italian-Americans saw it as a cultural day for them, they would feel its loss. But I don't think the majority public understands it as that sort of a celebration, and Indigenous Peoples' Day feels much more appropriate.
628	10/24/21 16:37:07	10/24/21 16:40:33	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Honor Indigenous People but never forget the history that brought us to the present day!
629	10/24/21 17:19:23	10/24/21 17:23:51	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
630	10/24/21 17:57:29	10/24/21 17:59:08	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	How is holiday is still a thing. He was a rapist and pedophile, who stumbled ass backwards in to one of the islands near America.
631	10/24/21 18:17:01	10/24/21 18:18:57	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I believe the suffering of the indigenous people far outweigh the contribution of Columbus, so it is more befitting to observe the indigenous peoples' day.

632	10/24/21 18:12:36	10/24/21 18:51:05 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	<p>To whom it may concern,</p> <p>Columbus Day is a celebration of exploration and discovery, the Renaissance, and immigration. These values are important to the City of Santa Clara as the seat of Silicon Valley. He is a great man, and great men are not without controversy, yet he is still relevant. His journey led to the discovery that made the United States, just the same as modern Silicon Valley laboratories endeavor to build the United States with technological discovery. His expedition was based on reasoned principles, using the best scientific evidence of his day. In our Santa Clara schools and businesses, we carry that Renaissance tradition of logic and reason to the 21st Century. Finally, nearly 40% of Santa Clara County residents are foreign-born; Columbus, an Italian explorer, represents their dreams of discovering a better future in a new world. Columbus is celebrated because he represents the values that make our city great and her sons and daughters, born here or adopted, successful. Let us keep Columbus Day, let us keep the Mission City, Santa Clara great!</p> <p>Regards, Resident</p>
633	10/24/21 18:52:39	10/24/21 18:54:25 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Columbus is an important figure for Italians who have been persecuted as the "undesirable immigrant" for many years in a WASP America and we shouldn't get rid of this day in our nation's history just because it is no longer popular to recognize where some of us came from.
634	10/24/21 19:34:06	10/24/21 19:37:17 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus day is unnecessary. He did not discover this land and I feel that it is time to acknowledge the original inhabitants of our area.
635	10/24/21 19:46:05	10/24/21 19:46:44 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
636	10/24/21 19:53:34	10/24/21 19:53:49 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
637	10/24/21 20:02:57	10/24/21 20:14:48 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	It is unfair to judge Columbus by today's standards. Why has he been celebrated for the past 500 years while only now recently coming under fire? Cities schools universities countries have been named after him. Slavery was common place in the day, the atrocities committed upon the indigenous people happened long after Columbus. What we are celebrating on Columbus Day is the arrival of western civilization to the Western Hemisphere.
638	10/24/21 20:19:39	10/24/21 20:20:45 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

639	10/24/21 20:31:24	10/24/21 20:35:18	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
640	10/24/21 20:52:47	10/24/21 20:58:59	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	We should preserve the Historical record, even though it may NOT be good one. However, we should add to the Historical record, the contemporary corrections.
641	10/24/21 21:20:13	10/24/21 21:23:03	anonymous	Maintain Status Quo; Observe Columbus Day on the 2nd Monday of October	Columbus Day should remain in observance due to his contributions and bravery to bring our cultures and civilization to the Americas.
642	10/24/21 21:12:56	10/24/21 21:29:20	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Keeping Columbus Day is a reminder of the past that must be kept. Celebrating Native Americans is nice too. Adding a day to a celebrate more americans is American. Leaving out or cutting out anyone is Unamerican After all, think about it...history is filled with what ifs.... What if the Europeans did not come here. Who would have? What is Napoleon did not sell the Louisiana Territory? What kind of country would this be? How big or small would the US be and what language would be speaking? Let us not compare the civilizations of hundreds of years ago to today. People have moved away from the ideas of the past and have been looking to a future that is better for everyone. We don't even fight wars the same way anymore. Think about fighting our next war like we fought our revolutionary war. We would not even think that would be a possibility. We just don't even do things that way anymore. The world as a whole is more humane and more able to work through problems. But we must always be taught our history, so we can keep learning from the mistakes of the past to create a better future.
643	10/24/21 22:05:24	10/24/21 22:09:28	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus as a person does have a complicated history with negative elements, but Columbus Day is a holiday that has longed served as a significant milestone of America's acceptance of immigrants. In an era of rising nationalism, I believe it is more important than ever to maintain Columbus Day.
644	10/24/21 22:10:37	10/24/21 22:20:19	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	The voyages of Christopher Columbus were a watershed moment in the history of human civilization. For centuries people from all walks of life found in them elements of virtue and human potential – an encounter between peoples with new possibilities beyond the horizon. In recent decades, facts have been pushed aside in an effort to recast Columbus as a villain and/or architect of violence and injustices. While Columbus was not perfect and some of the men accompanying him certainly committed abuses, it is neither fair nor intellectually honest to blame Columbus for such injustices nor any of the societal issues we face today.
645	10/24/21 22:30:34	10/24/21 22:31:38	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

646	10/24/21 22:34:48	10/24/21 22:35:04	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
647	10/24/21 23:39:56	10/24/21 23:48:22	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	We should continue to observe Columbus Day. Christopher Columbus was a man of entrepreneurial genius, a mariner without rival, a leader who had an indomitable spirit and is the architect of the modern world.
648	10/24/21 23:58:12	10/25/21 0:06:06	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	The myth of Columbus day itself is offensive. It is high time we stopped lying to our children. Columbus himself didn't "discover" America, nor did he ever set foot in any of the land currently understood as the United States - he landed in and established a colony in Hispaniola on behalf of Spain. His treatment of the indigenous people of Hispaniola was horrifying and depraved. Nothing about the story has anything to do with American history, American pride, nor any wholesome qualities we might want to teach our children.
649	10/25/21 5:33:00	10/25/21 5:43:23	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	To connect Columbus, an explorer and Christian, with future European slave trade is silly. People have tried to make a connection that because he introduced Europe to the New World he is responsible for anything that occurred afterwards. What kind of logic is that? Do you know that the tribes had their own form of slavery before Columbus landed in the Americas? Should I ignore the fact that Columbus's discovery lead to settlement of Europeans who sought religious freedom? And that if the United States did not develop into a World Wide leader, we might all be in prisoned under a World Wide Nazi Germany. This is a crazy time we live in and radical people with not much need of history or facts are promoting the changes we see in society. Let's not make the misstate of being lead blindly by others because they shout louder.
650	10/25/21 6:09:55	10/25/21 6:11:02	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	You did not give an option to observe neither day?
651	10/25/21 6:59:39	10/25/21 7:00:51	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
652	10/25/21 8:21:26	10/25/21 8:22:43	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
653	10/25/21 9:21:54	10/25/21 9:22:19	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
654	10/25/21 9:34:18	10/25/21 9:37:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus neither discovered America nor brought anything of value to the land. Instead he brought violence, sickness and death to the indigenous peoples of this land. I agree that he should be remembered, but not as a hero or someone to be revered. Indigenous People's Day should not only replace Columbus Day, but it should make it clear that the empires of ancient Europe caused more grief than they did benefit around the world.

655	10/25/21 9:36:37	10/25/21 9:37:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
656	10/25/21 9:41:26	10/25/21 9:44:52	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Keep Columbus Day observance as is. Indigenous People have a day in August (I believe it is August 9) for their heritage and the day after Thanksgiving is International Day of Indigenous People.
657	10/25/21 10:21:23	10/25/21 10:23:16	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus wasn't the first white person to discover America--the Vikings probably were. Indigenous people contributed more to the formation of the United States than Columbus.
658	10/25/21 10:14:25	10/25/21 10:23:26	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I grew up in a US city school district that did not observe Columbus Day (in northern San Diego). I have no sentimental ties to the holiday, other than it is unexpected and inconvenient when govt and daycares are closed. We should and need to do more to recognize Native American heritage and history and the renaming of the holiday is one step toward that. While it was an impressive feat for Columbus to cross the Atlantic with limited technology, the conquest afterward and decimation of Native American populations, language and culture was an irreplaceable loss. It has never made sense to me why we celebrate Columbus day since Columbus was not American. I'm not sure that Indigenous Peoples' Day is the right name to convey honor, but it is acceptable and since the federal government and other jurisdictions have chosen that name, it's probably best to keep it standardized.
659	10/25/21 10:27:16	10/25/21 10:32:00	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
660	10/25/21 10:44:56	10/25/21 10:45:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
661	10/25/21 11:00:30	10/25/21 11:01:46	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
662	10/25/21 11:48:41	10/25/21 11:51:32	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
663	10/23/21 16:55:35	10/25/21 12:34:35	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
664	10/25/21 12:36:45	10/25/21 12:37:49	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
665	10/25/21 13:57:45	10/25/21 13:59:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Time do get rid of Columbus Day but would prefer to replace it with Indigenous Peoples' Day. Thx
666	10/25/21 15:00:10	10/25/21 15:01:03	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

667	10/25/21 15:01:28	10/25/21 15:02:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus Day is an antiquated holiday that celebrates a man who is responsible for the genocide of native people throughout the Americas. Continuing the practice of honoring this man perpetuates white supremacy.
668	10/25/21 15:47:02	10/25/21 15:49:50	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
669	10/25/21 15:50:09	10/25/21 15:51:47	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
670	10/25/21 16:28:38	10/25/21 16:31:55	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
671	10/25/21 16:32:55	10/25/21 16:33:21	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
672	10/25/21 16:37:58	10/25/21 16:38:28	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
673	10/25/21 16:56:50	10/25/21 16:58:23	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	In no way should we be using the name of or honoring Columbus. Period.
674	10/25/21 17:16:27	10/25/21 17:19:00	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Columbus Day, celebrate holiday as is part of our history and heritage.
675	10/25/21 18:12:42	10/25/21 18:12:59	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
676	10/25/21 18:24:22	10/25/21 18:29:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	The indigenous people their own day and new generations needs to acknowledge what truly happened.
677	10/25/21 19:03:35	10/25/21 19:05:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It's time to move forward and let go of Columbus. day. We need to show our kids and future generations he was not the historic figure to observe and name a Holiday after. Why not recognize, our true founding people of this nation!!
678	10/25/21 19:57:08	10/25/21 19:58:21	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
679	10/25/21 20:37:10	10/25/21 20:39:11	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
680	10/25/21 21:31:47	10/25/21 21:33:58	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
681	10/25/21 20:09:47	10/25/21 22:06:25	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Columbus Day is set in the history of this republic. It should remain so. We are not responsible today for what our forefathers did 400+ years ago. There are already numerous monuments to Native Americans all across the country. Enough is enough.
682	10/25/21 22:23:40	10/25/21 22:24:24	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	

683	10/25/21 22:05:09	10/25/21 22:43:20	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	<p>I support keeping the Columbus Day holiday and maintaining the name.</p> <p>Firstly, Columbus Day is still a cultural touchpoint for Italian-Americans, who emphasized the holiday in the 1890s as a response to anti-Italian sentiment, discrimination, and lynchings taking place in the U.S. Early 20th-century opponents to Columbus Day also opposed it on harsh anti-immigration and anti-Catholic grounds. As the holiday today, Columbus Day can be a positive occasion to celebrate immigrants, their cultures, and their contributions, and combat xenophobia. It also helps mark the important cultural and economic contributions Italian-Americans have made to Santa Clara's and Santa Clara County's histories, as my own ancestors did.</p> <p>Secondly, naming it Columbus Day more accurately pinpoints the actual historical event, i.e. that of Columbus' voyage sighting the North American continent, which is one of the most significant moments in written history. This changed the fate of all humanity, for better or worse. Such a world-altering event is worth acknowledging, even if we take measures to avoid an outright celebration given the subsequent death and misfortune that befell Native American populations in the following decades.</p>
684	10/26/21 0:02:10	10/26/21 0:04:24	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
685	10/26/21 5:59:55	10/26/21 6:03:31	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
686	10/26/21 10:08:25	10/26/21 10:19:49	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	If you research the actual history of Columbus, aggressive actions were not done at his hand, nor at his command. Let's stop re-writing history so the next generation will still have an American legacy. Thank you.
687	10/26/21 10:21:16	10/26/21 10:23:36	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I've recently heard about how Columbus was considered brutal and dishonorable even in his own time, which makes me even more sure his name should not be commemorated.
688	10/26/21 10:26:58	10/26/21 10:27:57	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	ENOUGH CATERING TO SPECIAL INTERESTS!
689	10/26/21 10:45:22	10/26/21 10:45:57	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
690	10/26/21 12:31:07	10/26/21 12:31:26	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
691	10/26/21 12:58:33	10/26/21 13:00:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
692	10/26/21 14:13:33	10/26/21 14:14:00	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

693	10/26/21 16:27:42	10/26/21 16:29:20	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
694	10/26/21 17:30:18	10/26/21 17:30:57	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
695	10/26/21 17:52:00	10/26/21 18:00:05	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I believe we need to be more sensitive of the history that native peoples have endured over time, at the hands of the Europeans as well as the American settlers. I can see how it must feel hurtful to celebrate Columbus and all that came afterwards in California with the arrival of the Spanish and the establishment of the missions.
696	10/26/21 17:47:26	10/26/21 18:00:12	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	interesting that all impacts listed are negative and stated as absolutes*. the polarization and incapacity to hold multiple understandings together at one time, speaks to further incomplete and disrespectful treatment of people, places and times. further this narrative until it is the dominant one. then there will be... peace? understanding? love? **With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people." remember no good ever came from "x"...be sure to fear them...hate them... we are so different and better than them...
697	10/26/21 19:13:28	10/26/21 19:15:26	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
698	10/26/21 21:28:40	10/26/21 21:33:45	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Indigenous Peoples' Day victimizes Native Americans. Native Americans should be honored not victimized!
699	10/26/21 21:50:55	10/26/21 21:53:44	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Keep Columbus Day! We don't need any more holidays. Public servants have too many days off as is.
700	10/26/21 23:07:18	10/26/21 23:15:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	It is absolutely the right thing to do and we have to change with the times. This renaming is in no way negative towards the great Italian Americans or anyone else.
701	10/27/21 4:44:02	10/27/21 4:52:28	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	There are usually many sides to a particular event and all carry significant meanings. I think all sides deserve recognition. By observing both holidays on the same day we can talk/discuss/teach all of them together and provide youngsters a well rounded view to the event.
702	10/27/21 7:58:24	10/27/21 8:01:37	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
703	10/27/21 10:02:31	10/27/21 10:03:10	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
704	10/27/21 10:41:55	10/27/21 10:42:35	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

705	10/27/21 11:24:14	10/27/21 11:24:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
706	10/27/21 11:24:17	10/27/21 11:27:03	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Christopher Columbus is a false hero. His so-called discovery led only to the destruction of land and native peoples. Its time we call a spade a spade and stop honoring men of destruction.
707	10/27/21 14:35:29	10/27/21 14:35:57	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
708	10/27/21 23:17:50	10/27/21 23:19:01	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus was a rapist. Indigenous people deserve more and they deserve this holiday
709	10/28/21 7:57:39	10/28/21 7:57:59	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
710	10/28/21 8:57:47	10/28/21 8:58:29	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
711	10/28/21 11:56:57	10/28/21 11:58:12	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	When we celebrate Columbus day, it's about celebrating how Columbus conquered the native people that used to live here. (which I think is bad.) But I think we should also celebrate the native people too. If you're wondering why, it's because in some stories of Columbus, he was nice to the native people at first then a hero at the end. But I think he was mean to them all the way through. So we should celebrate the native people and give them a voice so they can tell us what really happened. Also, studying how the native people used to live can help with the earth's climate change problem. I think it could help because the native people always lived in balanced with nature and never destroyed any habitat when they made their home, unlike the spaniards. Another thing is that looking at the story on both sides might help with discovering what really happened. So why are we celebrating someone who said he "discovered" a place when it was already discovered? We should also celebrate the people who really is the founders of this place and this land's ancestor.

712	10/28/21 11:59:46	10/28/21 12:01:42	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Hi! My name is Srijanani Thathachari from Sutter elementary school. Do you like Columbus or the native Americans? I am on the side of the Indigenous people, and I think Columbus Day should be named after them, to Indigenous peoples' day. Here's why. First of all, the fact that Columbus forced the Americans into slavery was not cool, so a holiday shouldn't be named after him. The natives weren't as good fighters, so they were controlled more easily. What would you do if you were threatened by a gun or a sword, and you only had a bow and arrow? That was the case with the Native Americans. And the land wasn't Columbus' right town, so what was he doing there? So you don't name a holiday after a thief, do you? Second, the holiday should be named after what happened, not the cause. If the holiday stays Columbus day, then every person will celebrate the evil guy, the robber. If it is called indigenous peoples' day, more people will know about what happened. And finally, Columbus did all the bad stuff, so why should we celebrate a holiday after him? Columbus separated the children of the tribe from their parents, who they depended on the most. Kids need their parents. The natives did everything well, so the holiday should be named after them.
713	10/28/21 16:59:56	10/28/21 17:00:08	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
714	10/28/21 17:21:59	10/28/21 17:25:09	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Both are important and should be recognized. Native American is an easier term for children to learn, rather than Indigenous Peoples. Also Indigenous Peoples is way too broad.
715	10/29/21 12:03:08	10/29/21 12:03:52	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
716	10/30/21 11:15:23	10/30/21 11:16:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
717	10/30/21 12:18:28	10/30/21 12:22:17	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Please see my comment sent by email.
718	10/30/21 22:13:27	10/30/21 22:16:09	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
719	10/31/21 16:18:56	10/31/21 16:26:17	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	American and California people picked Columbus Day, let the Indigenous people pick their favorite day to observe.
720	10/31/21 23:28:16	10/31/21 23:30:02	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus committed many many atrocities on the Native Americans. Also he did not discover America, the Vikings did.
721	11/1/21 8:29:18	11/1/21 8:30:00	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	

722	11/1/21 8:43:54	11/1/21 9:40:28 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Columbus Day is a federal holiday in the United States. The City of Santa Clara has no business changing it or "renaming" it. Christopher Columbus' voyage in 1492 was an amazing accomplishment in its time that should be celebrated. Every city and state in our country should study history and carefully review it's own treatment of the native peoples, both past and present. This review will find no trace of Columbus. Columbus never even set foot on the mainland of North America. He should not be held up as a scapegoat for everything bad that has happened throughout the history of the United States. Native peoples have a right to have their story told with accuracy, honesty, and integrity. Native peoples can and should have holidays, but that does not need to involve erasing, replacing, or "canceling" of all other significant historical figures and events.
723	11/1/21 9:40:38	11/1/21 9:41:41 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	I'm in room 18 in Sutter. We are learning about native peoples'. This is the perfect time to write this opinion. To rename Columbus day is wrong! Because it means "Native Peoples' Day" it just sounds wrong. Another thing is the celebration is for Columbus's hard trip, not native peoples'. Also, it'll make no sense to call "Native Peoples' Day" when you celebrate Columbus. That is why don't rename Columbus Day.
724	11/1/21 9:42:18	11/1/21 9:43:20 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	I am in the 4th grade at Sutter School and I am 9 years old. My name is Eric Drut. This is a school project for if we should change the name of Columbus day to Indigenous peoples day or keep Columbus day or both of the holidays on the same day or both holidays different days. But I think we should change Columbus day to Indigenous peoples day because don't you think it's kind to invade a once peaceful land to now enslaved land. So why should we name it Columbus day because all he brought was destruction so we shouldn't name it to Columbus day why do people want to name something after A MURDER?! He's not even a famous celebrity. So that's what I think.
725	11/1/21 9:43:01	11/1/21 9:43:34 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	I am going to put Columbus and Indigenous people day in separate days.First of all,If I put these holidays in the same day,we will only have 1 day of fun a year.Second,we won't have time to work if we put these holidays in the same day.Lastly,we might not get to eat our favorite homemade foods if we put those holidays in the same day.These are the reasons why I would put these holidays in the same day.
				By:Curtis Chiang 10/28/21

726	11/1/21 9:48:47	11/1/21 9:49:03 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	<p>I'm Arjun from Sutter Elementary, Room 18. We are studying Columbus's voyage to Hades and the spaniards' encounter with the native americans. So, in my opinion Columbus day and Indigenous People's day should be on the same day.</p> <p>So Columbus went to Hades and was the first person to tell about a new land no modern people knew about. That was a huge success for his genoan culture and heritage. Also Like I said, no modern people knew about this place and most of us are refugees if he didn't discover that new land people wouldn't have found America, and therefore we wouldn't be here. Remember it was a long voyage and he and his crew went through some work to get to hades.</p> <p>The Indigenous people were killed and enslaved and you have to respect that. It would be a great learning experience to know about the natives' ancient ways. Also they took care of the land and made it perfect; the land that we live on now and we have to give them their fair share in a holiday.</p> <p>So they both should be on the same day and celebrated on two sides: to honor the dead, and to honor the voyage.</p>
727	11/1/21 9:54:34	11/1/21 9:56:36 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>A part of our work in room 18 at Sutter Elementary is shaped by California State History Social-Science standard 4.2, which states that "Students describe the social, political, cultural, and economic life and interactions among people in California from the pre-Columbian societies to the Spanish mission and Mexican rancho periods." In my opinion, as both an educator and a resident of Santa Clara, our class is in a good place to comment on the proposed renaming of Columbus Day to Indigenous Peoples' Day.</p> <p>Our class is currently learning how Columbus's explorations set the precedent for future contact between European colonizers and the Native Americans, leading to their dispossession, depopulation, and forced assimilation. Legal holidays are intended to honor and memorialize the people, and the work, of those commemorated. Columbus is not worthy of this distinction.</p> <p>As far as honoring him for his "Italian-American" ancestry, Italy's inception as a country dates to the late 1800's, a few hundred years after Columbus's voyages. Also, since Columbus never realized where his explorations actually took him, he himself couldn't have identified as "American." Even if the holiday description was altered to include "Genoan" heritage and culture, what's the special significance of this. Either leave it the way it is or observe</p>
728	11/1/21 9:53:40	11/1/21 9:56:39 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	the other holiday the 4th friday of September.

729	11/1/21 9:57:48	11/1/21 9:59:02 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>Why I think we should rename Christopher Columbus day</p> <p>Columbus day To Indigenous peoples day</p> <p>Hi. I'm in Mrs. Fararjeh's class, 4th grade, Sutter elementary school, Santa Clara California. We have been learning about Spanish explorers like Christopher Columbus' arrival to the Americas. Then it hit me. Why did we name a holiday after this terrible, filthy, glory-hungry leader?!?!?! So I came up with a list of reasons why we should rename Columbus day it indigenous peoples' day.</p> <p>Columbus isn't even from Italy!!!! He's from Genoa. This holiday was even made Italian culture. Italy wasn't even a thing back then cuz it was called ROME. So that is weird.</p> <p>He did a lot of things that harmed that Native Americans. He made them into slaves. Changed their culture. And even forced them into Christianity!!!!!! If you ask me, that is rude.</p> <p>He wasn't even the first person to arrive in the Americas!!!!!! Leif Erikson was the first European to arrive in the Americas</p>
730	11/1/21 9:57:39	11/1/21 10:00:06 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	<p>Both holidays - same day</p> <p>First, october 2020 people like to celebrate both holidays on the same day. Then, they say it is a special day for them to celebrate different. But a little the same. Last, some people can't or don't celebrate on Both holidays - on the same day.</p>
731	11/1/21 9:59:24	11/1/21 10:00:14 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>Renaming Columbus Day</p> <p>I am a 4th grader who goes to Sutter Elementary. In my class room 18 we are learning about native Americans and how Europeans invaded their land. When Christopher Columbus came to the Americas he brought destruction with him. Why should we celebrate a holiday in his name? We should rename Columbus day to Indigenous peoples day.</p> <p>A lot of people think of Columbus day as the day the Americas were discovered, but it isn't. The natives were here long before Columbus sailed. Columbus didn't even land in North America either. He landed on modern day Haiti.</p> <p>Another reason we should rename Columbus day to Indigenous peoples day is when Columbus came to the Americas he killed many people. The only thing he wanted was to take over the land. He also made way for the Spainyards to offset the balance in native american culture.</p> <p>Finally Indigenous peoples day celebrates native american culture and peace while Columbus brought death and destruction. Native Americans loved the land and animals so I think instead of celebrating Columbus day we should celebrate Indigenous people's day.</p> <p>Indigenous people's day will celebrate native american culture instead of celebrating Columbus day.</p>

732	11/1/21 10:01:21	11/1/21 10:05:37	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Columbus Day is an antiquated observation of European conquest. No need for it
733	11/1/21 10:07:43	11/1/21 10:10:14	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	We cannot continue to try and re-write history, good or bad. We have to learn from our mistakes, not eliminate them from the history books and pretend like it didn't happen.
734	11/1/21 10:21:01	11/1/21 10:22:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
735	11/1/21 10:22:43	11/1/21 10:22:50	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
736	11/1/21 10:28:55	11/1/21 10:32:24	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Please consider ways to honor, educate, and celebrate the presence. History, and culture of the Ohlone peoples who lived in the Santa Clara region prior to the arrival of the Europeans. Thank you.
737	11/1/21 10:36:31	11/1/21 10:40:34	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
738	11/1/21 10:28:13	11/1/21 10:41:09	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>As a resident of the City of Santa Clara, I strongly support renaming Columbus Day to Indigenous Peoples' Day.</p> <p>In terms of the options provided, I disagree with observing both Columbus Day and Indigenous People's Day. I think it subverts the whole point of this exercise. I believe that Christopher Columbus is not someone to actively celebrate and we should focus on honoring the loss, legacy, and culture of Indigenous People affected. I believe this is the first step towards that goal.</p> <p>If celebrating Italian-American culture and heritage is a concern, I'm sure there are many other people and events who are more deserving of celebration.</p>
739	11/1/21 10:57:25	11/1/21 10:59:41	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
740	11/1/21 11:32:34	11/1/21 11:32:58	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
741	11/1/21 11:37:18	11/1/21 11:38:22	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
742	11/1/21 11:49:15	11/1/21 11:50:16	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
743	11/1/21 12:06:32	11/1/21 12:07:15	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	

744	11/1/21 11:56:24	11/1/21 12:12:32 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	<p>I am a resident of Santa Clara. I am strongly opposed to the efforts being made to cancel/replace Columbus Day, a recognized Federal holiday and all around major event in history - because of subsequent bad acts of other people or some ridiculous sense of superior morality.</p> <p>It's the height of insanity to rewrite history such that somehow Christopher Columbus should be blamed for subsequent crimes against indigenous peoples. And if by some means, Columbus or his associates were imperfect in some ways, perhaps the City Council - instead of being quick to burn Columbus in effigy - should do some introspection of their own faults. Imposing our 21st century morality as an end-all be-all to the people of 500 years ago should be done with care, especially as today's morality is obviously flawed in some respects as well (refer to the 2000 abortions per day done by our 'civilized' society).</p> <p>Many actions taken by Europeans against native peoples were of course horrific and terrible. Indeed, much of humanity (both native people and Europeans alike) has a history of bloodshed. We should do what we can to prevent such things from happening again and punish those at fault. But to engage in historically</p>
745	11/1/21 12:27:39	11/1/21 12:28:39 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
746	11/1/21 12:33:47	11/1/21 12:34:15 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
747	11/1/21 12:45:11	11/1/21 12:46:20 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
748	11/1/21 12:52:21	11/1/21 12:52:40 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
749	11/1/21 12:58:11	11/1/21 12:59:31 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
750	11/1/21 13:47:08	11/1/21 13:48:11 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
751	11/1/21 14:10:10	11/1/21 14:18:34 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
752	11/1/21 14:26:19	11/1/21 14:28:50 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	You didn't have a choice above to simply not observe either Columbus Day or Indigenous People's Day, which is what I prefer. Just drop both and stay out of any controversy.
753	11/1/21 14:34:45	11/1/21 14:35:26 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
754	11/1/21 15:08:12	11/1/21 15:10:30 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

755	11/1/21 15:17:27	11/1/21 15:33:26 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
756	11/1/21 16:14:40	11/1/21 16:16:34 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	When we celebrate Columbus day, it's about celebrating how Columbus conquered the native people that used to live here. (which I think is bad.) But I think we should also celebrate the native people too. If you're wondering why, it's because in some stories of Columbus, he was nice to the native people at first then a hero at the end. But I think he was mean to them all the way through. So we should celebrate the native people and give them a voice so they can tell us what really happened. Also, studying how the native people used to live can help with the earth's climate change problem. I think it could help because the native people always lived in balanced with nature and never destroyed any habitat when they made their home, unlike the spaniards. Another thing is that looking at the story on both sides might help with discovering what really happened. So why are we celebrating someone who said he "discovered" a place when it was already discovered? We should also celebrate the people who really is the founders of this place and this land's ancestor.
757	11/1/21 17:16:08	11/1/21 17:20:30 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	While Columbus may have brought disease, he and his crew enslaved no one, assimilated no one, killed no one, and turned no one to Christianity without consent. Celebrating both Columbus and Indigenous People Day celebrates both cultures and does not write Italians out of history, which is offensive.
758	11/1/21 18:45:05	11/1/21 18:45:21 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

759	11/1/21 18:11:53	11/1/21 18:45:53 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	<p>You didn't put in observing Columbus and Indigenous Peoples' day together on the same day. Why not? Columbus, being a man of his times, was a great explorer without whom the New World as we know it and now live in it, would not exist. He also, being a man of his time, had a class and race based attitude towards people. Today he, like most people of his era, would be considered racist to the point of being evil. Should we deny the accomplishments of everyone from the renaissance? It was those, mostly Spanish, who followed Columbus that introduced diseases that substantially wiped out the indigenous population.</p> <p>Indigenous People, especially those north of Modern Mexico lived the life of hunter gather cavemen. They warred on each other. Those more advanced peoples in the south also warred on each other, had slaves and practiced human sacrifice. They could, by current standards, also be considered evil.</p> <p>If we decide that we like living in Santa Clara today and not like primitive hunter-gathers we should recognize the effect of Columbus. If we recognize that the European conquest devastated the Indigenous population it would be appropriate to include this in a combined day where all aspects of European conquest of the Americas Indigenous Peoples Day is in keeping with who founded the Americas.</p>
760	11/1/21 18:51:15	11/1/21 18:53:04 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
761	11/1/21 19:09:50	11/1/21 19:13:00 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	We should not observe Columbus for invading and butchering Native Americans. Indigenous People should be remembered as this was their land first.
762	11/1/21 19:32:14	11/1/21 19:32:29 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
763	11/1/21 20:18:19	11/1/21 20:19:12 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
764	11/1/21 20:59:10	11/1/21 21:05:06 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

765	11/1/21 21:37:30	11/1/21 21:38:00	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	<p>Do you want Indigenous Peoples Day and Columbus Day on different Days if you do keep reading.</p> <p>Why we need Columbus Day. First,we should see and remember his point of view. Second ,Columbus Day has been here for so long,long enough you would have to give time if it was shared or gone and it would feel different. Last but not least, Columbus has taught us so much. That is why we need Columbus Day.</p> <p>Why I chose both holidays to be celebrated on different days. Both of them are unique and special in their own ways like us.They deserve to be celebrated.Also Columbus and the Native Americans have different perspectives.</p> <p>Why we should have Indigenios Peoples Day. We should honor their point of view too.We should try something new.Lastly they did many great things in this world.</p> <p>That is why I vote for the 4th option.</p>
766	11/1/21 22:11:22	11/1/21 22:13:02	anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	
767	11/1/21 22:02:17	11/1/21 22:13:35	anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	
768	11/2/21 7:03:32	11/2/21 7:03:38	anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
769	11/2/21 9:08:17	11/2/21 9:09:27	anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	<p>I am in the 4th grade at Sutter School and I am 9 years old. My name is Eric Drut. This is a school project for if we should change the name of Columbus day to Indigenous peoples day or keep Columbus day or both of the holidays on the same day or both holidays different days. But I think we should change Columbus day to Indigenous peoples day because don't you think it's kind to invade a once peaceful land to now enslaved land. So why should we name it Columbus day because all he brought was destruction so we shouldn't name it to Columbus day why do people want to name something after A MURDER?! He's not even a famous celebrity. So that's what I think.</p> <p>THE END</p>

773	11/2/21 9:39:06	11/2/21 9:39:13 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Hello I am a 9 year old student in Sutter Elementary School. I am in 4th grade and I want to change Columbus Day to Indigenous Peoples' Day. Why? Well, because the Indigenous People have done many knowledgeable things that we've learned off of. Also, why make a holiday for someone who's done multiple destructive things? Are people out of their minds? These reasons confirm that we should change Columbus day to Indigenous peoples' day.
774	11/2/21 10:05:43	11/2/21 10:16:55 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Oct. 12 will always be Columbus Day to me. I had a son on that day. You can't forget history, despite consequences.
775	11/2/21 16:28:16	11/2/21 16:28:37 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	In my school we are learning about Indigenous peoples and Columbus in 4th grade its a survey and we have to pick what we would like to be a holiday like how I chose for both Columbus day and Indigenous Peoples day be a holiday because we can learn more about Indigenous peoples and Columbus so we can have more stuff at school, and if we don't learn about Columbus and Indigenous Peoples then we won't know what they did.
776	11/2/21 17:03:13	11/2/21 17:04:30 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	<p>Hello everybody, my name is Aryan and I am 9 years old and I go to Sutter Elementary and this is my opinion about Columbus day.</p> <p>I think that people can call it either name and it does not matter. The reason why I think this is because:</p> <ol style="list-style-type: none"> 1. People that have a Native-American heritage can call it Indigenous Peoples' Day and people that don't have a Native-American heritage can call it Columbus Day 2. I think that the state force is making a big deal out of something that is very small. It's just a name for Columbus day! It's not like you're trying to rename Martin Luther King Jr's holiday! 3. Columbus is very important in a bad way: he let a path for Colonizers that went inland and killed and enslaved Native-Americans. 4. Another reason why Columbus is bad is because he also killed and enslaved people in Haiti. 5. Despite all these reasons I'm pretty sure that other people have their own reasons why Columbus is good that is why I chose this answer. <p>For these reasons, I think that you can call the holiday by either name and it doesn't matter. Thank you for listening!</p>
777	11/2/21 17:37:31	11/2/21 17:38:19 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

778	11/2/21 18:39:00	11/2/21 18:45:18 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Although I do believe students should learn about Columbus's explorations just as they study other explorers, we need to honor those who were enslaved and decimated as a result of these explorations. We can't erase history but need to educate our youth on the consequences of history.
779	11/3/21 1:49:32	11/3/21 1:49:57 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	
780	11/3/21 10:47:16	11/3/21 10:48:06 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
781	11/3/21 15:38:48	11/3/21 15:39:10 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	
782	11/4/21 7:31:16	11/4/21 7:32:34 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	Hi, my name is Michael I'm 9 and a 4th-grade student at Sutter school ...I think to rename Columbus day to indigenous peoples day. Reason 1 is Columbus didn't even mean to go to us. Reason 2 he did not even know where he was going. Reason 3 he keep on begging to go but they said no and one day he got to but he didn't know what to do. 4th Reasons do not like him and that my opinion
783	11/4/21 12:46:06	11/4/21 12:49:37 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	We can't eliminate every holiday, statue or other memorabilia we don't agree with. We need to remember our past, sometimes to help us not make the same mistake
784	11/4/21 14:35:36	11/4/21 14:37:23 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	Observe Indigenous Peoples' Day instead of Columbus Day.
785	11/10/21 10:42:42	11/10/21 11:02:51 anonymous	Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October	

786	11/10/21 19:14:52	11/10/21 19:45:57 anonymous	Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September	<p>Your introductory narrative that prefaces this survey is inherently flawed! Columbus never landed in North America on any of his four voyages. He also did not "usher in" the injustices or atrocities you refer to. Those occurred after Columbus' death in 1506 when the Spanish particularly and other Europeans later turned to colonial empire-building!</p> <p>Consequently, he is not the ogre he's purported to be! Any iniquities during his voyages, if any, occurred when he wasn't even present!! He was either in the interior negotiating with natives for food, water, and timber since his provisions were always shorted by royal officials, or working to establish trading posts. He was also constantly on the move searching for new lands and routes while under contract with the sovereigns, or back in Spain organizing another voyage. During his absences he appointed a commission to govern the settlements consisting of some settlers, the clergy, and his two brothers, but they were totally inept in controlling the avaricious and ambitious rogues amongst themselves. Hence chaos ensued.</p> <p>In cases where the settlers committed atrocities Columbus hung or whipped them, always insisting that they treat the natives with respect and offer them goods of value, or petitioning the sovereigns to issue orders to do the same. Moreover, he worked hard at maintaining cordial relations with the natives.</p> <p>It should also be noted that disease infection was not a one-sided affair! Europeans too contracted disease from the natives: hepatitis, encephalitis, tuberculosis, and a skin-lesion disease known as yaws, that when the pathogen entered a European's body, he contracted syphilis, which was spread throughout Europe in epidemic proportions upon the crews' returns during the first and second voyages!!!</p> <p>SO, EXONERATE COLUMBUS, and if you want to honor the aboriginal population, do it on a separate day because if you want to institutionalize diversity, equity, and inclusion in your city, then don't make a mockery of it by subtraction or substitution!!!!</p> <p>Lou Gallo National Consultant on Columbus Order Sons and Daughters of Italy in America</p>
787	11/10/21 20:06:31	11/10/21 20:16:15 anonymous	Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October	Changing the name of Columbus Day is a pointless gesture that does nothing substantive to address American society's profound crimes Europeans inflicted on Native Americans by Europeans, and the ensuing structural injustices.
788	11/13/21 20:01:48	11/13/21 20:11:22 anonymous	Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days.	Christopher Columbus treated and ordered others to treat indigenous people with respect and not enslave them. I think both should be celebrated together. We should focus the day on how Columbus and indigenous people worked together to try to bring people from different cultures together.

Questions

Responses 1

Observance of Columbus Day and Indigenous Peoples' Day Survey - Spanish

1

Responses

00:51

Average time to complete

Closed

Status

1. Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas.

- Mantener el status quo: Celeb... 0
- Celebrar el Día de los Pueblos ... 0
- Celebrar tanto el Día de Cristo... 0
- Celebrar el Día de Cristobal C... 1



2. Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas.

0

Responses

Latest Responses

ID	Start time	Completion time	Email	Name	Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas.	Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas.
1	10/25/21 7:01:11	10/25/21 7:02:02	anonymous		Celebrar el Día de Cristobal Colon el 2do lunes de octubre y celebrar el Día de la Herencia Nativa Americana el 4to viernes de septiembre	

Observance of Columbus Day Survey - Vietnamese

1 Responses 03:11 Average time to complete Closed Status

1. Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa.

- Giữ nguyên như hiện tại: Kỷ ni... 1
- Kỷ niệm Ngày của Người Bản ... 0
- Kỷ niệm cả Ngày Columbus và... 0
- Kỷ niệm Ngày Columbus vào t... 0



2. Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa.

1 Responses

Latest Responses

"Đây là lịch sử không thể thay thế hay xóa bỏ được.Không c...

ID	Start time	Completion time	Email	Name	Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa.	Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa.
1	10/22/21 17:37:20	10/22/21 17:40:31	anonymous		Giữ nguyên như hiện tại: Kỷ niệm Ngày Columbus vào thứ Hai của tuần thứ 2 trong tháng Mười	Đây là lịch sử không thể thay thế hay xoá bỏ được. Không còn lịch sử, không còn quốc gia.

Observance of Columbus Day Survey – Chinese

多元化、公平和包容性工作组

纪念哥伦布日和土著居民日

2 Responses 04:11 Average time to complete **Closed** Status

1. 请您就纪念哥伦布日和土著居民日这一节日发表看法。

- 维持现状：在10月2日星期一... 1
- 在10月2日 星期一纪念土著居... 0
- * 在10月2日星期一或10月的其... 1
- 在10月2日星期一纪念哥伦布... 0



2. 请您就纪念哥伦布日和土著居民日这一节日发表看法

1
Responses

Latest Responses
"good"

ID	Start time	Completion time	Email	Name	请您就纪念哥伦布日和土著居民日这一节日发表看法。	请您就纪念哥伦布日和土著居民日这一节日发表看法
1	10/23/21 7:38:19	10/23/21 7:40:53	anonymous		*在10月2日星期一或10月的其他日子同时纪念哥伦布日和土著居民日	
2	10/25/21 10:21:09	10/25/21 10:26:57	anonymous		维持现状：在10月2日星期一纪念哥伦布日	good

Observance of Columbus Day Survey - Korean

다양성.형평성.포용성 태스크포스

콜럼버스의 날 및 원주민의 날 기념 관련

3 Responses 01:29 Average time to complete Closed Status

1. 콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다.

- 현상 유지: 10월의 두 번째 월... 0
- 10월의 두 번째 월요일을 '콜럼... 3
- 10월의 두 번째 월요일을 '콜럼... 0
- 10월의 두 번째 월요일을 '콜럼... 0



2. 콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다.

0

Responses

Latest Responses

ID	Start time	Completion time	Email	Name	콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다.	콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다.
1	10/22/21 17:30:26	10/22/21 17:31:22	anonymous		10월의 두 번째 월요일을 '콜럼버스의 날' 대신 '원주민의 날'(또는 아메리카 원주민을 기념하는 다른 이름으로 된 날)로 기념하고 싶다	
2	10/22/21 21:39:53	10/22/21 21:41:16	anonymous		10월의 두 번째 월요일을 '콜럼버스의 날' 대신 '원주민의 날'(또는 아메리카 원주민을 기념하는 다른 이름으로 된 날)로 기념하고 싶다	
3	10/24/21 9:56:28	10/24/21 9:58:37	anonymous		10월의 두 번째 월요일을 '콜럼버스의 날' 대신 '원주민의 날'(또는 아메리카 원주민을 기념하는 다른 이름으로 된 날)로 기념하고 싶다	

Observance of Columbus Day and Indigenous Peoples' Day Survey - Tagalog

1 Responses 00:39 Average time to complete Closed Status

1. Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo.

- Panatilihin ang Status Quo: Ip... 0
- Ipagdiwang ang Araw ng mga... 0
- Ipagdiwang pareho ang Araw ... 0
- Ipagdiwang ang Araw ni Colu... 1



2. Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo.

0 Responses

Latest Responses

ID	Start time	Completion time	Email	Name	Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo.	Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo.
1	10/22/21 16:26:45	10/22/21 16:27:24	anonymous		Ipagdiwang ang Araw ni Columbus sa ika-2 Lunes ng Oktubre at ipagdiwang ang Araw ng Pamana ng Katutubong Amerikano sa ika-4 na Biyernes ng Setyembre.	

Observance of Columbus Day - Japanese

多様性・公平性・包括性に関するタスクフォース
祝日としての「コロンブスデー」と「先住民の日」

0 Responses 00:00 Average time to complete Closed Status



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Observance of Columbus Day and Indigenous Peoples' Day Survey - Hindi

0 Responses 00:00 Average time to complete Closed Status



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Observance of Columbus Day and Indigenous Peoples' Day Survey - Portuguese

0 Responses 00:00 Average time to complete Closed Status



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**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

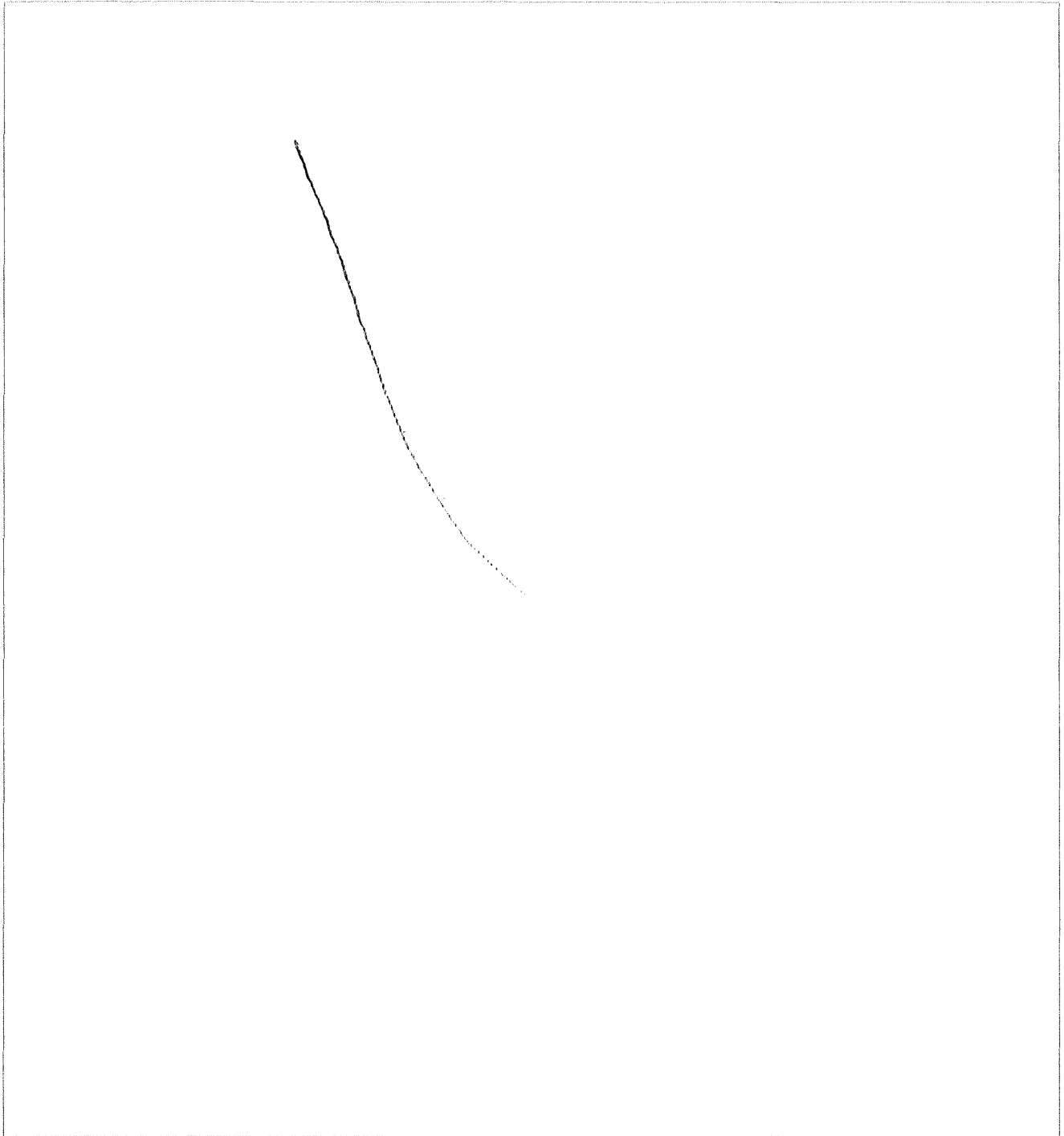
1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:


- Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

A large, empty rectangular box with a thin black border, intended for users to submit their public comments on the observance of Columbus Day and Indigenous Peoples' Day.

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms



Celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas

En los últimos años, la Ciudad de Santa Clara (Ciudad) ha recibido varias preguntas de residentes con respecto a la celebración del Día de Cristobal Colon en la Ciudad, la mayoría de las cuales han instado al Concejo Municipal a cambiar el nombre del Día de Cristobal Colon a Día de los Pueblos Indígenas. En los últimos años, los estados y las ciudades han comenzado a reconocer y sustituir el Día de Cristobal Colon por el Día de los Pueblos Indígenas. Este reconocimiento histórico en las jurisdicciones locales es un esfuerzo de colaboración para proporcionar una mayor representación de la historia local y estatal.

El Día de Cristobal Colon es un día feriado federal que conmemora el desembarco de Cristóbal Colón en las Américas el 12 de octubre de 1492 y celebra la cultura y el patrimonio italo-americano. Ha habido controversia en torno a la festividad debido a la llegada de Colón a América al Norte, que marcó el comienzo de una era de conquista Europea y muerte de los nativos americanos. Con su llegada vino la violencia, la esclavitud, la asimilación forzada y la conversión de los nativos americanos al cristianismo. También introdujo una serie de nuevas enfermedades que tuvieron consecuencias y efectos a largo plazo en los pueblos nativos americanos.

El nombre Día de los Pueblos Indígenas honra la pérdida, el legado y la cultura de los afectados por la llegada de Colón y la posterior colonización de los nativos americanos. Este nombre todavía refleja el mismo impacto histórico de la Era Europea de los Descubrimientos, pero con los nativos americanos en el centro de la narrativa.

En la reunión del Grupo de trabajo sobre diversidad, equidad e inclusión (Grupo de trabajo) del 15 de octubre de 2020, el Grupo de trabajo discutió el cambio de nombre del Día de Cristobal Colon. El Grupo de trabajo aprobó por unanimidad aceptar la remisión del Alcalde y las Oficinas del Concejo para presentar una recomendación al Concejo Municipal sobre la celebración del Día de Cristobal Colon en la Ciudad.

Esta encuesta tiene como objetivo buscar la participación de la comunidad. Los resultados de la encuesta son solo para fines de investigación y se enviarán al Grupo de trabajo para su consideración al hacer una recomendación al Concejo Municipal.

1. Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas.

Su postura:

- Mantener el status quo: Celebrar el Día de Cristobal Colon el 2do lunes de octubre
- Celebrar el Día de los Pueblos Indígenas (o un nombre festivo alternativo que honre a los nativos americanos) en lugar del Día de Cristobal Colon el 2do lunes de octubre
- Celebrar tanto el Día de Cristobal Colon como el Día de los Pueblos Indígenas el 2do lunes de octubre o en días diferentes
- Celebrar el Día de Cristobal Colon el 2do lunes de octubre y celebrar el Día de la Herencia Nativa Americana el 4to viernes de septiembre



Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

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This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:

- Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
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Observance of Columbus Day and Indigenous Peoples' Day Survey

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2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

Let's celebrate Native Americans!

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2



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多元化、公平和包容性工作组

纪念哥伦布日和土著居民日

近年来，圣克拉拉市（城市）收到了多位市民对本市纪念哥伦布日这一活动所表达的关切。大部分市民期望市议会将哥伦布日更名为土著居民日。过去几年中，各州和各市均已开始表示认同哥伦布日并同意将其更名为土著居民日。这种跨越地方司法管辖区的历史认可行为是共同努力的结果，而且有利于更好地讲述各市和各州的历史。

哥伦布日属于联邦假日，主要是为了纪念克里斯托弗·哥伦布于1492年10月12日登陆美洲这一事迹，也表达对意大利裔美国人的文化和传统的庆祝。由于哥伦布抵达北美后，开启了欧洲征服美洲、美洲土著居民死亡的时代，因此人们对这个假期一直是众说纷纭。由于哥伦布的到来，导致了暴力、奴役、美洲土著居民被迫同化、皈依基督教，同时还带来了许多新的疾病，对美洲土著居民产生了重大而深远的影响。

土著居民日这个名字是为了纪念那些因哥伦布的到来和随后的美国殖民主义而受影响的人们，缅怀他们的损失、遗产和文化。更进一步来说，这个名字象征的历史影响与欧洲大发现时代这个名字一样，只不过前者以美洲土著居民为叙述的中心。

在2020年10月15日举行的多元化、公平和包容性工作组（特别工作组）会议上，特别工作组讨论了关于哥伦布日更名的事项。工作组特别工作组一致同意接受市长和市议会办公室的意见，决定向市议会提出本市在纪念哥伦布日假期这项活动方面的建议。

本次调查旨在寻求社区的外展服务。调查结果仅限于用做研究目的，并且将在向市议会提议时转交特别工作组以供参考。

1. 请您就纪念哥伦布日和土著居民日这一节日发表看法。

您的立场:

- 维持现状：在10月2日星期一纪念哥伦布日
- 在10月2日星期一纪念土著居民日（或纪念美洲土著居民的其他节日名称）而不是哥伦布日
- 在10月2日星期一或10月的其他日子同时纪念哥伦布日和土著居民日
- 在10月2日星期一纪念哥伦布日，并在9月4日星期五纪念美洲土著居民遗产日

2. 请您就纪念哥伦布日和土著居民日这一节日发表看法

选择“您的立场”后输入你的看法

上帝是美善的，土著居民认识上帝是一件很美的事。我以前在中国不信上帝，生活过得很没有盼望，我觉得能认识主耶稣是我一生的幸福。

信仰是无法被强迫的，除非他们从心里去真相信！

别谈 虽然当时带来一些暴力、冲突，却是不很好，我更希望是柔和的方式，但别忘了，他们也为土著居民带来了繁荣、新技术等，所以，我希望大抵都能“文和为善，为贵”。所以其实改不改名都不重要。

重要的是赞美彼此和睦、相爱。

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Observância do Dia de Colombo e do Dia dos Povos Indígenas

Nos últimos anos, a Cidade de Santa Clara (Cidade) recebeu diversos pedidos de informação de residentes relativamente à observância do Dia de Colombo por parte da Cidade, a maioria dos quais instou a Assembleia Municipal a alterar o nome Dia de Colombo para Dia dos Povos Indígenas. Ao longo dos últimos anos, estados e cidades começaram a reconhecer e a substituir o Dia de Colombo pelo Dia dos Povos Indígenas. Este reconhecimento histórico que atravessa jurisdições locais é um esforço colaborativo para proporcionar uma maior representação da história local e do estado.

O Dia de Colombo é um feriado federal que comemora o desembarque de Cristóvão Colombo nas Américas em 12 de Outubro de 1492 e celebra a cultura e património Italo-Americanos. Tem existido controvérsia relativamente ao feriado devido à chegada de Colombo à América do Norte, que marcou o início de uma era de conquista Europeia e morte de povos Nativos americanos. A sua chegada veio acompanhada de violência, escravidão, assimilação forçada e conversão do Povo Nativo americano ao Cristianismo. Essa chegada, também introduziu uma série de novas doenças que tiveram consequências e efeitos a longo prazo sobre os Povos Nativos Americanos.

O nome Dia dos Povos Indígenas honra a perda, o legado e a cultura dos afetados pela chegada de Colombo e a subsequente colonização americana. Este nome ainda reflete o mesmo impacto histórico da Era Europeia dos Descobrimentos, mas coloca o povo Nativo Americano no centro da narrativa.

Na reunião de 15 de outubro de 2020 da Equipa de Trabalho sobre Diversidade, Equidade e Inclusão (Equipa de Trabalho), a Equipa de Trabalho discutiu a alteração do nome do Dia de Colombo. A Equipa de Trabalho aprovou, unanimemente, a aceitação da consulta dos Gabinetes da Assembleia e do Presidente do Município para que seja apresentada uma recomendação à Assembleia Municipal relativamente à observância do feriado do Dia de Colombo por parte da Cidade.

O objetivo desta pesquisa é para obter a perspetiva da comunidade. Os resultados deste inquérito são apenas para fins de pesquisa e serão encaminhados para à Equipa de Trabalho para consideração aquando da recomendação à Assembleia Municipal.

1. Forneça a sua opinião relativamente à observância do Dia de Colombo e do Dia dos Povos Indígenas.

A Sua Posição:

- Manter o estado corente: observar o Dia de Colombo na 2.a segunda-feira de outubro
- Observar o Dia dos Povos Indígenas (ou um nome alternativo para o feriado que honre os Nativos Americanos) no lugar do Dia de Colombo, na 2.a segunda-feira de outubro
- Observar o Dia de Colombo e o Dia dos Povos Indígenas na 2.a segunda-feira de Outubro ou em dias diferentes.
- Observar o Dia de Colombo na 2.a segunda-feira de Outubro e observar o Dia do Património dos Nativos Americanos na 4.a sexta-feira de Setembro

2. Forneça a sua opinião relativamente à observância do Dia de Colombo e do Dia dos Povos Indígenas.

Insira um comentário opcional após selecionar "A Sua Posição"

Mudar o nome deste feriado que tem a possibilidade de ser desconhecido por muitos pode com certeza trazer a tona a história, cultura e fatos de um povo que realmente merece reconhecimento e respeito por tudo que ele suportou.

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Public comments can be submitted below:

It's pretty clear what the right thing to do
is now and it's not keeping Columbus Day.
Thanks.

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Should celebrate both

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From: [Gene Pashby](#)
To: [Equity Task Force](#)
Subject: co9lumbus day
Date: Saturday, October 23, 2021 11:42:47 AM

LEAVE THE NAME AS IT IS. Gene Pashby

From: [Andrew Illiano](#)
To: [Equity Task Force](#)
Subject: In Support of Columbus Day
Date: Saturday, October 23, 2021 9:01:05 AM

To the members of the Task Force on Diversity, Equity & Inclusion,

As an Italian-American I am all too aware of the unrelenting attacks Columbus Day undergoes yearly. While several books have been published by scholars either countering the attacks on Columbus (ex "Columbus and the Quest for Jerusalem" by Carol Delaney),or proving Howard Zinn wrong (ex: "Debunking Howard Zinn" By Mary Graber) and fact based websites have been created to educate the public (ex: KnowColumbus.org, ColumbusTheTruth.org), these attempts have done little to relent the attacks on Italian-Americans. Yes, I said attacks on Italian-Americans, not Columbus.

Italian-Americans observe Columbus Day as a celebration of their heritage and contributions made to this country. From the many Italian explorers that came after Columbus to map out the Americas, to Filippo Mazzei's inspirational words that helped shape our constitution, that "All men are by nature equally free and independent", to the works of Constantino Brumidi whose paintings beautify the Senate and House Chambers and the Capitol Building's rotunda, to the Piccirilli brothers who carved the "Seated Lincoln" in Lincoln Memorial, to Amadeo Giannini who found Bank of America, to Enrico Fermi who was the first to split the atom at Columbia University and lead the Manhattan Project, to Antonio Meucci the true inventor of the first telephone, and other contributions that are too countless to list in this letter, one thing is evident: Throughout history Italians have made great contributions to America and the world!

Proponents of Indigenous People's Day love to say, "This is not anti-Italian; It's anti-Columbus." But that is a lie. Are they calling to rename the day "Italian Heritage Day"? NO! They are demanding the day be taken completely away from Italian Americans and there is nothing more anti-Italian than this! This is NOT being inclusive. And anyone that votes in favor of eliminating our day of celebration is just as guilty of racism and discrimination as the people calling for it's removal, especially when they're not even calling to rename the day "Italian Heritage Day."

Fact is scholars have proven that Christopher Columbus is accused of crimes committed by his political adversaries and actions of leaders that came after him. Historical research shows that Columbus advocated for the rights of Indigenous People and punished his own men when they committed crimes against the Natives. Time and again writings show that Columbus hoped to peacefully convert Native Americans to Christianity through teaching and not force. By Papal law, once people converted to Christianity they could not be enslaved so how could he possibly have intended to pursue slavery? Yet it seems the flames of uneducated radicalized mobs continue to dictate the course of this country as they strong arm leaders to capitulate to their zealous screams and unjustly take this day of recognition away from Italian-Americans by slandering Christopher Columbus!

Notice when people attack Columbus they either never provide references or proof to their accusations, or they take quotes out of context to fulfill their false narratives. For your convenience I've included the below links to scholarly resources so you can continue your education on Christopher Columbus and see through the lies being perpetrated against the Italian-American community. Please do not turn your back to these truths! A vote for Columbus Day is a vote for education, a vote for truth, and a vote for the Italian-American Community.

Globally Indigenous People Day is recognized on August 9th. Native American Day is the fourth Friday of September. American Indian Heritage Day is the Friday after Thanksgiving. November is Native American Heritage Month. As Italian-Americans we ask only for ONE day to celebrate our heritage, culture and contributions. Are we not worthy of that?

Sincerely,

Andrew Illiano

Rediscovering Columbus: Evidence That Topples the Wall of Lies Around Him

<https://franoi.com/columbus/rediscovering-columbus/>

2.

Debunking "Top 5 Atrocities Committed by Christopher Columbus"

<https://www.officialchristophercolumbus.com/2020/06/debunking-top-5-atrocities-committed-by.html>

3.

Columbus: Fact vs Fiction: https://www.osia.org/wp-content/uploads/2017/05/Columbus05_factvsfiction.pdf

4.

VIDEOS and Links: Courage and Conviction: <https://www.kofc.org/en/news-room/columbus/index.html#>

5.

<http://www.truthaboutcolumbus.com/>

6.

VIDEO: Columbus: Facts vs Fiction <https://www.youtube.com/watch?v=iVOcXLHj6kQ>

7.

Columbus and the Quest for Jerusalem: https://www.amazon.com/Columbus-Quest-Jerusalem-Religion-Voyages/dp/1439102376/ref=sr_1_1?dchild=1&keywords=Columbus+and+the+Quest+for+Jerusalem&qid=1615916072&sr=8-1

1.

If you don't have time to read the book here's an article on its research: <https://www.thecollegefix.com/columbus-not-villain-professor-says-explorer-seriously-maligned/>

<https://www.thecollegefix.com/columbus-not-villain-professor-says-explorer-seriously-maligned/>

8.

VIDEO: Interviewing Stanford University professor Carol Delany <https://youtu.be/HzezYIARicU?t=24>

9.

Christopher Columbus The Hero: Defending Columbus From Modern Day Revisionism: https://www.amazon.com/Christopher-Columbus-Hero-Defending-Revisionism/dp/1548738123/ref=sr_1_4?dchild=1&keywords=christopher+columbus&qid=1615915539&sr=8-4

https://www.amazon.com/Christopher-Columbus-Hero-Defending-Revisionism/dp/1548738123/ref=sr_1_4?dchild=1&keywords=christopher+columbus&qid=1615915539&sr=8-4

https://www.amazon.com/Christopher-Columbus-Hero-Defending-Revisionism/dp/1548738123/ref=sr_1_4?dchild=1&keywords=christopher+columbus&qid=1615915539&sr=8-4

10.

Exposing the lies of Christopher Columbus: <http://www.officialchristophercolumbus.com/>

11.

Debunking Howard Zinn: https://www.amazon.com/Debunking-Howard-Zinn-Exposing-Generation/dp/1684511526/ref=sr_1_1?dchild=1&keywords=Debunking+Howard+Zinn&qid=1615917195&sr=8-1

https://www.amazon.com/Debunking-Howard-Zinn-Exposing-Generation/dp/1684511526/ref=sr_1_1?dchild=1&keywords=Debunking+Howard+Zinn&qid=1615917195&sr=8-1

12.

"Debunking Zinn's Lies About Columbus" by Rich Disilvio: <http://www.columbusthetruth.org/Documents/DebunkingtheZinnMethodologyRich%20Disilvio.pdf>

<http://www.columbusthetruth.org/Documents/DebunkingtheZinnMethodologyRich%20Disilvio.pdf>

13.

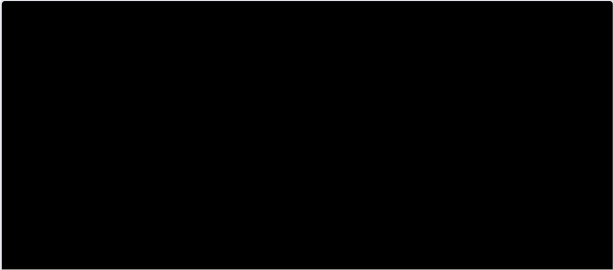
A Realistic Historical Perspective on Christopher Columbus: <https://www.columbusthetruth.org/Documents/DebunkingtheZinnMethodologyRich%20Disilvio.pdf>

<http://www.columbusthetruth.org/Documents/ARealisticHistoricalPerspectiveonChristopherColumbusSteveByas.pdf>

14.

Resources that debunk the lies about Columbus: <https://knowcolumbus.org/resources/>

And many more... <http://www.columbusthetruth.org/links.htm>



The True legacy of Christopher Columbus, Links to other Christopher Colu...

Order Sons and Daughters of Italy in America. The truth and real facts about Christopher Columbus and not the li...

From: [Matthew Guarnieri](#)
To: [Equity Task Force](#)
Subject: Italian-American Defense League - Celebrate Columbus Day and Indigenous People's Day
Date: Wednesday, October 27, 2021 5:09:58 PM

Dear Members of the Santa Clara Equity Task Force:

Together we must stop systematic discrimination and bigotry against Italian Americans. Across this great Nation, never before has there been a movement by local, state, and now federal officials against people of one ethnic descent in the 21st century. I am founder of the Italian-American Defense League, member of the Italian American Alliance, son of an Italian orphan who sought a better life in the United States, and father concerned with preserving Italian-American heritage, history, and culture for future generations of Americans.

There is a problem today that is creating a false divide between Native Americans and Italian Americans - the elimination of Columbus Day. Let me start with a solution to this problem. Keep Columbus Day and designate Indigenous People's Day, a day worthy of recognition, to either August 9th (The International Day of the World's Indigenous Peoples), September 24th (Native American Day in California) or the Friday after Thanksgiving, a better fit based on historical context.

Replacing Columbus Day is contrary to a spirit of diversity, equity, and inclusion by excluding Italian Americans. Historical context shows Columbus Day was designated because of anti-Italianism and anti-Catholicism in the 19th and 20th centuries. Even today, many who oppose Columbus are anti-Catholic and ignorant of Italian-American history. Please understand that the majority of Italian Americans view the replacement of Columbus Day as discriminatory, biased, and divisive. A loud and vocal few are hijacking the agenda of Indigenous People, using it for their own political advancement.

In recent years, as I have revisited and researched Columbus Day, I have found:

- 1. Historically, people of Italian descent are proud to be included in a country that was founded as a result of Columbus's vision and perseverance as a navigator.**
- 2. Columbus Day is a day that created a national identity for Italians, something that they didn't have in their home country, and is an apology for discrimination against Italians at multiple times in American history.**
- 3. Modern-day scholars tell a very different story of Columbus based on primary sources and context rather than the twisted history of revisionists of the past 30 years.**

First, President Barack Obama, just as every president dating back to Benjamin Harrison, understood the significance of Columbus Day for people of Italian descent and all Americans. Here is President Obama's proclamation in 2011:

On October 12, 1492, Christopher Columbus and his crewmembers sighted land after an ambitious voyage across the Atlantic Ocean. The ideals that guided them to this land--courage, determination, and a thirst for discovery--have inspired countless Americans and led to some of our Nation's proudest accomplishments. Today, we renew our commitment to fostering the same spirit of innovation and exploration that will help future generations reach new horizons.

Ten weeks before his arrival in the Americas, Columbus and his crewmembers set sail from Spain in search of a westward route to Asia. Though their journey was daring, it did not yield the trade route they sought. Instead, it illuminated a continent then unknown to Europe, and established an unbreakable bond between two distant lands.

These explorers, and countless others that followed them, encountered indigenous peoples that had lived in the Western hemisphere for tens of thousands of years. On this day, we also remember the tragic hardships these communities endured. We honor their countless and ongoing contributions to our Nation, and we recommit to strengthening the tribal communities that continue to enrich the fabric of American life.

Columbus returned to the Americas three more times after his first historic voyage, and his journey has been followed by millions of immigrants, including our Nation's earliest settlers and Founders. Born in Genoa, Italy, Christopher Columbus was the first in a proud tradition of Italians to cross the Atlantic to our shores. Today, we recognize their indelible influence on our country and celebrate the remarkable ways Italian-Americans have shaped the American experience.

The excitement Christopher Columbus and his crewmembers experienced that October morning is felt every day by today's pioneers: entrepreneurs and inventors, researchers and engineers. On the anniversary of Christopher Columbus's voyage, we celebrate the pursuit of discovery as an essential element of the American character. Embracing this heritage and inspiring young people to set their own sails, our Nation will reach the shores of an ever brighter tomorrow.

In commemoration of Christopher Columbus's historic voyage 519 years ago, the Congress, by joint resolution of April 30, 1934, and modified in 1968 (36 U.S.C. 107), as amended, has requested the President proclaim the second Monday of October of each year as "Columbus Day." NOW, THEREFORE, I, BARACK OBAMA, President of the United States of America, do hereby proclaim October 10, 2011, as Columbus Day. I call upon the people of the United States to observe this day with appropriate ceremonies and activities. I also direct that the flag of the United States be displayed on all public buildings on the appointed day in honor of our diverse history and all who have contributed to shaping this Nation.

Historically, this shows that Columbus Day has been a bipartisan celebration of events leading to the founding of our Nation and the positive impact of Italian-Americans on our beloved country.

Second, as Americans we cannot forget the journey of all immigrant groups throughout history and their quests for justice, including Italians. August 23, 2021 was the anniversary of the execution of Nicolo Sacco and Bartolomeo Vanzetti for a murder they didn't commit in South Braintree, Massachusetts. The trial took place during a time of Italia-phobia and drew worldwide attention. The context for this trial is the 1920's, a time of resurgence of the KKK and The (anti) Immigration Act of 1924 which limited the immigration of Catholics, including Italians. That is also the time that people of Italian descent funded the erection of Christopher Columbus statues across America, because Columbus was an Italian and Catholic, in good faith with local governments. Essentially, eliminating Columbus Day is siding with white supremacists of the Twentieth Century, over poverty stricken Italian immigrants who never felt a national identity in their home country, but rallied behind becoming American.

In another example showing Columbus Day is tied to Italian-American heritage and history, President Benjamin Harrison issued a proclamation in 1892 after the March 14, 1891 lynching of 11 Italian Americans in New Orleans. This is the single largest lynching in U.S. history. Harrison recommended "to the people the observance in all their localities of the 400th anniversary of the discovery of America..." and described Columbus as "the pioneer of progress and enlightenment." Native Americans and Italian Americans marched during the first Columbus Day parade in New Orleans in the spirit of unity in stark contrast to the forces at be who are creating an artificial divide between the groups today.

Recently, the Italian Parliament passed a resolution to defend Christopher Columbus and Italy's special relationship with the United States, showing the holiday's significance to people of Italian descent. Eliminating Italian-American heritage and culture may diminish diplomatic relations between the two nations. The resolution commits the government:

- *to take action, on the political and diplomatic level, so that the Italian cultural heritage in the USA and the symbolic figure of that heritage embodied by Christopher Columbus may be safeguarded;*
- *to use all the communication tools available to the Government, to grant the enhancement, both at the level of bilateral Italy-US relations and at the multilateral level, of the real historical role of Christopher Columbus, an explorer moved by the noble sentiments of discovery, at the basis of the evolution of society and of the whole of humanity."*

This resolution shows that celebrating Columbus Day is meaningful to people of Italian descent from the past, today, and to future generations.

Third, if we cannot celebrate Columbus Day, then we cannot celebrate Indigenous People's Day either, because the Americas were not a Garden of Eden prior to Native American encounters with Europeans. Eastern Native American tribes fought in "mourning wars." Native Americans, "such as the Mahican, Cofitachequi, Susquehannock, Petun, Oneida, and Micmac retaliated for the deaths of relatives and clan members by taking captives or killing Indians from rival bands." One of the reasons for fighting was that these "blood feuds provided a steady source of captives for some Native Americans' ritual sacrifices." Furthermore, "engagements were usually one-sided affairs that ended with the taking of captives." For many captives, "the entire village assembled in the primary war chief's longhouse and began torturing the captive in a lengthy, highly ritualized ceremony. After the prisoner's death, the tribe concluded the ceremony by cooking and eating his remains." Lastly, "women, children, and skilled or especially attractive men were adopted into the family."

Like supporters of Christopher Columbus who do not celebrate the actions of Roldan, Bobadilla and Ovando, it is doubtful that today's Native Americans celebrate inhumane native practices of the past. Though the history is complex and shocking by today's standards, modern thinkers can agree that those inhumane Native American practices were acceptable at that time, and we should still celebrate Native American heritages today. Modern day revisionists use Columbus as a scapegoat for all sins of the past while failing to acknowledge human sacrifices of the Aztecs and cannibalism by the Caribes. Academically giving a "free pass" to some native groups, while demonizing Columbus for the sins of others, is unsound and unworthy of serious scholarship.

Rafael Ortiz, author of Christopher Columbus The Hero, is of Taino (Puerto Rican) descent and defends Columbus and Italian Americans. Ortiz counters every point against Columbus with context and citations. He states "I hope the media retract their false biographies and accusations on Columbus and correct their mistakes. I hope people will stop sharing false information in social media, without first double-checking the facts."

For the past thirty years, Columbus is being accused of crimes he didn't commit. Revisionists and activists fail to see themselves as committing another wave of anti-Italian and anti-Catholic discrimination. They only see using Columbus to achieve their own political agenda. In addition to Rafael Ortiz, researchers, historians, and anthropologists of the present and past support my claims, including: Carol Delaney, Mary Graber, and Samuel Eliot Morison. Delaney Ph.D., Harvard Divinity School, the University of Chicago, and Boston University, wrote "Columbus never killed any natives and continually admonished his men not to maraud, rape or plunder."

By today's standards, I condemn Captain Martin Alonso Pinzon, Francisco Roldan, and Francisco de Bobadilla for their sins and atrocities. However, as I learn more I am cautious of becoming guilty of presentism, viewing history

through today's lens and not in the context of the past. Today's revisionists must face the facts. It took the United States less than 100 years to rid the country of slavery, a human institution that was present in all cultures since the beginning of known history, a practice that Columbus never participated in.

Here are the words of Friar Bartolome de Las Casas, known as the defender of the Indians, "*But here is observable, that the desolation of these Isles and Provinces took beginning since the decease of the most serene Isabella, about the year 1504.*" Columbus had already returned from his fourth voyage by then. This shows that Las Casas believed that Columbus's actions during his four voyages were just and lawful. In life, Christopher Columbus was exonerated from false accusations by his political adversaries by the Spanish sovereigns, and today revisionists are putting Columbus on trial again, unjustly.

I am hoping to start a conversation with influential members of Native American groups to stand side by side with Italian Americans (and patriots) to celebrate multiculturalism and diversity, instead of destroying it. We have a great responsibility as today's Americans to create an environment of togetherness and truth for future generations.

I humbly ask that you share this letter with anyone open to a bipartisan and unifying solution that honors and respects both Native Americans and Italian Americans. I would welcome the opportunity to elaborate on any of my remarks.

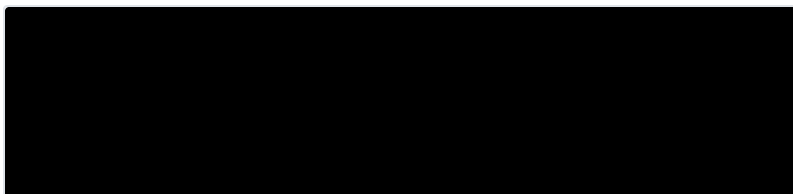
Matthew Guarnieri
Founder of IADL
Clinton, CT
iadlnow.org
iadlnow@yahoo.com
860-552-9597

References:

[U.S. Government Publishing Office](#)

U.S. Government Publishing Office

[Sacco and Vanzetti executed](#)



Sacco and Vanzetti executed

History.com Editors

Despite worldwide demonstrations in support of their innocence, Italian-born anarchists Nicola Sacco and Bartolo...

[Italian American Stereotypes In Media](#)



Italian American Stereotypes In Media

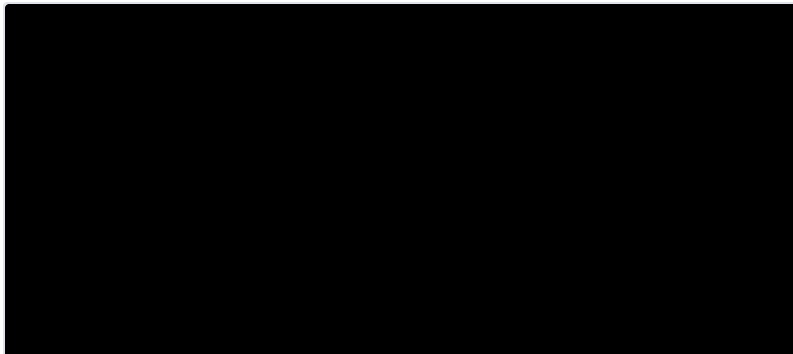
[The Grisly Story of One of America's Largest Lynching](#)

The Grisly Story of One of America's Largest Lynching

Erin Blakemore

Innocent Italian-Americans got caught in the crosshairs of a bigoted mob.

[In defense of Columbus](#)



In defense of Columbus

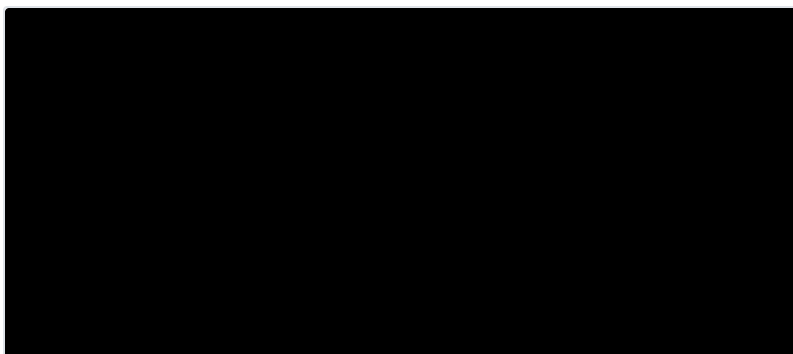
[Native American Warfare in the East: Mourning Wars | Encyclopedia.com](#)

Native American Warfare in the East: Mourning Wars | Encyclopedia.com

Native American Warfare in the East: Mourning Wars Sources Source for information on Native American Warfare in ...

http://www-personal.umich.edu/~twod/latam-s2010/read/las_casasb2032120321-8.pdf

[Columbus and the Quest for Jerusalem by Carol Delaney](#)



Columbus and the Quest for Jerusalem

"One of the 100 best books of the year." —The Times Literary Supplement Christopher Columbus is reevaluated as a...

[Christopher Columbus The Hero: Defending Columbus From Modern Day](#)

[Revisionism by Rafael Ortiz](#)



Christopher Columbus The Hero: Defending Columbus From Modern Day Revisi...

Christopher Columbus The Hero: Defending Columbus From Modern Day Revisionism

From: [alvaro reis](#)
To: [Equity Task Force](#)
Subject: Re Columbas dDAY
Date: Saturday, October 30, 2021 11:59:01 AM

People have moved from place to place from the beginning of time. Perhaps Columbus discovery of America (or perhaps it was the Vikings) was the beginning of bad times for our American Indians, but even they may have originally come from Asia via the Alaska. Movement, and exploration is what has created the modern world with all its warts and rough edges,

I suppose that next we will be providing comments on, (should the City of Santa CLARA remove the statue of St. Clare)??

A. Reis

From: [KEVIN MCGUIRE](#)
To: [Equity Task Force](#)
Subject: Renaming Columbus day is disrespectful to Italians
Date: Saturday, October 23, 2021 8:25:46 AM

Christopher Columbus is important . He was from Genoa and our Italian-American folks in Santa Clara are proud of him. Do not let the historical revisionists rewrite his history. He was an important early finder of the new world. I don't buy the arguments for taking away his status. If you insist it should be by vote of the people. I am sick of the disrespect for the early settlers of our land taking their name off of schools and the like as was done for the Franciscan Padre Crespi in the East bay recently. These early pioneers operated a few hundred years ago and it was not with all the social knowledge that we have today. THE STANDARDS WERE DIFFERENT BACK THEN!. They did the best they knew how and accomplished much. I suggest you do not offend our Italian folks in Santa Clara by killing this important holiday.

From: [Baker, Mike](#)
To: [Equity Task Force](#)
Subject: Survey of Columbus Day in Santa Clara
Date: Monday, October 25, 2021 11:51:33 AM

To whom it may concern:

My various Apple platforms will not permit me to access your Survey because of security risks.

I am adamantly opposed to the elimination, or renaming, of the Columbus Day Holiday.

Best regards,

Mike Baker
Orthopaedic Innovations, Inc.
Sent from MacBookAir
408-460-4234

<https-::ashishkhera.wistia.com:medias:kcsgg3buoj>
[3-in-1 SHAVER - RELIGN Corporation](#)

From: [Webmanager](#)
To: [Genevieve Yip](#); [Robyn Sahid](#)
Subject: FW: Public Survey on the Renaming of Columbus Day Holiday
Date: Sunday, October 24, 2021 9:40:17 AM

From: Nicholeen N-S <nicholeen@sbcglobal.net>
Sent: Saturday, October 23, 2021 3:14 PM
To: news@info.SantaClaraCA.gov
Subject: Re: Public Survey on the Renaming of Columbus Day Holiday

Personally, I think it's way past time to celebrate our First Peoples' kindness to strangers from afar, instead of their mistreatment by them.
Canada calls what the US is now naming Indigenous people what they Really are: First People...

On Fri, Oct 22, 2021 at 3:47 PM, City of Santa Clara
<news@info.SantaClaraCA.gov> wrote:

Having trouble viewing this email? [View it as a Web page.](#)

The City of Santa Clara - Stay Connected



Public Survey on the Renaming of Columbus Day Holiday in Santa Clara.

The Task Force on Diversity, Equity, and Inclusion has released a survey to gather input from the community on the observance of Columbus Day in the City of Santa Clara.

The survey is available in English, Spanish, Vietnamese, Chinese, Japanese, Korean, Portuguese, Hindi, and Tagalog.

To Access the Survey

Please visit SantaClaraCA.gov/EquityTaskForce.

To Email Your Comments

Comments can be submitted directly to EquityTaskForce@SantaClaraCA.gov.

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This email was sent to nicholeen@sbcglobal.net using GovDelivery Communications Cloud on behalf of:
City of Santa Clara · 1500 Warburton Avenue · Santa Clara, CA 95050

RESOLUTION NO. 18-8498

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE PERSONNEL AND SALARY RESOLUTION, WHICH ESTABLISHES POLICIES AND PROCEDURES WITH REFERENCE TO THE CLASSIFICATION AND COMPENSATION OF POSITIONS, THE STANDARDIZATION OF ATTENDANCE AND LEAVE REGULATIONS, AND RELATED MATTERS WITHIN THE SANTA CLARA CITY SERVICE

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, in April 1977, the City of Santa Clara, California ("City") adopted Resolution No. 3830, entitled "Personnel and Salary Resolution";

WHEREAS, on May 10, 1983, the City adopted Resolution No. 4652, amending the Personnel and Salary Resolution;

WHEREAS, on October 11, 1983, the City adopted Resolution No. 4707, amending the Section 29 of the Personnel and Salary Resolution regarding Insurance Benefits;

WHEREAS, on January 7, 1986, the City adopted Resolution No. 5033, amending Section 20 of the Personnel and Salary Resolution regarding Holidays;

WHEREAS, on March 22, 1994, the City adopted Resolution No. 5883, amending Section 31 of the Personnel and Salary Resolution to allow the City Manager to grant medical and personal leaves;

WHEREAS, on July 14, 2009, the City adopted Resolution No. 09-7650, to reflect current policies and procedures regarding the classification and compensation of positions, the standardization of attendance and leave regulations, and other matters; and

WHEREAS, the City has amended the Personnel and Salary Resolution to make certain revisions including, but not limited to, eliminating the control point salary structure, establishing a salary range for Unclassified Employees, and authorizing the City Manager to hire Classified and Unclassified employees above the entry level salary.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the City of Santa Clara Personnel and Salary Resolution in its entirety as set forth in the attached Exhibit A.

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 6th DAY OF MARCH, 2018, BY THE FOLLOWING VOTE:


AYES: COUNCILORS: Caserta, Davis, Kolstad, O'Neill, and Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: Mahan

ABSTAINED: COUNCILORS: None

ATTEST:


JENNIFER YAMAGUMA
ACTING CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A – Personnel and Salary Resolution

I:\HUMAN RESOURCES\2018\Salary Reso Revision\18.0278 - Resolution.doc

CITY OF SANTA CLARA
PERSONNEL AND SALARY
RESOLUTION

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Section 1. Short Title

This Resolution shall be known as the "Personnel and Salary Resolution" and is a reenactment of Resolutions 636, 3144, 3830, and 4652.

Section 2. Scope of Application

The provisions of this Resolution shall apply to all City employees. However, where the context of any section or part thereof shows that it is applicable to the Classified Service alone, then such section or part thereof shall not apply to the Unclassified Service and vice-versa. Should this Resolution conflict with any of the provisions of a current Memorandum of Understanding between the City and any of the recognized bargaining units, the provisions of the Memorandum of Understanding shall apply.

Section 3. Definition of Terms

The words and terms defined in this section shall have the following meanings in this Resolution and in any other Resolution classifying and fixing the salaries and compensation or authorizing the employment of personnel in any department or office in the City of Santa Clara.

- (a) "Allocation" – the assignment of a single position to its proper classification in accordance with the nature and scope of duties performed and the authority and responsibilities exercised.
- (b) "Anniversary Date" - the first day worked on a regular basis with the City of Santa Clara (e.g., hire date).
- (c) "Appointing Authority" – the City Manager shall appoint and remove, subject to the Civil Service Provisions of the Charter, all officers and employees of the City, except as otherwise provided by the Charter or this Resolution, and except as he/she may authorize the head of a department or office to appoint and remove subordinates in such department or office.
- (d) "Classification (Class)" – a group of positions having duties, responsibilities, and authority sufficiently similar to permit a) grouping under a common title and b) the equitable application of common standards of selection, transfer, promotion, and compensation.

- (e) "Classified Service" – all positions in the City service with the exception of those specifically exempt from the Civil Service Rules and Regulations, per Article XI, Section 1101 of the City Charter.
- (f) "Compensation" – the salary, wage, allowances and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred as incident to employment.
- (g) "Consumer Price Index" – as defined by the United States Department of Labor, Bureau of Labor Statistics, and applied to the San Francisco-Oakland-San Jose Bay Area for urban wage earners and clerical workers.
- (h) "Continuous Service" – employment with the City without break or interruption. The provisions of Section 11(f) of this Resolution shall apply in computing continuous service for the purpose of this Resolution.
- (i) "Demotion" – a change in status of an employee from a position in one classification to a position of a lower classification with a lower maximum pay.
- (j) "Department Head" and "Division Head" – the manager of a Department or Division respectively, including Elective Officers as defined in the Administrative Code (Chapter 2 of "The Code of the City of Santa Clara, California").
- (k) "Employee", "Regular Employee" or "Incumbent" – a person legally occupying a position in the City service.
 - (1) "Full-Time Employees" – those employees whose position requires the total number of hours prescribed for normal employment in the classification or position. All positions shall be full-time unless otherwise designated or unless the compensation is fixed upon the basis of part-time work.
 - (2) "Part-Time Employees" – those employees in positions which are designated part-time or for which compensation is fixed on the basis of part-time work.

- (l) "Leave of Absence" – permission to be absent from duty without pay for a specified period and for a specified purpose, with the right to return before or at the expiration of the period.
- (m) "Position" – a job in a particular classification with a regularly assigned combination of specific duties and responsibilities.
- (n) "Promotion" – advancement from a position in one classification to a position in a higher classification with a higher maximum pay.
- (o) "Reclassification" or "Reallocation" – a reassignment or change in the allocation of an individual position to a more appropriate classification, whether new or existing, on the basis of material changes in the duties and responsibilities of the position.
- (p) "Salary" – base salary as indicated in the current Salary Range/Schedule for Unclassified Employees and Pay Rate Schedule for Classified Employees, excluding any other pay incidental to employment.
- (q) "Step Increase Date" – the date an employee is eligible to move to the next salary step in the salary range. This date may be the same as the employee's Anniversary Date or it may be adjusted based on a leave of absence, a promotion or a transfer.
- (r) "Sworn Personnel":
 - (1) "Sworn Uniformed Fire Personnel" –personnel of the Fire Department with powers and responsibilities to be directly engaged in fire prevention or suppression work, but excluding volunteer members of the Fire Department.
 - (2) "Sworn Uniformed Police Personnel" –personnel of the Police Department having full police powers and responsibilities to enforce all laws including the California Penal Code, but excluding Police Reserves.
- (s) "Title" or "Classification Title" - the designation given to or name applied to a classification, each position allocated to a classification, and the legally appointed incumbent of a position allocated to a classification. The

meaning of a title is set forth in its corresponding classification specification.

- (t) "Total Compensation" – all of the salary and fringe benefits related to the cost to the City to employ an individual and may include salary, retirement and Social Security, holidays, sick leave, vacation, insurance premiums, uniform allowance, or any other special fringe benefit unique to a particular bargaining group. Allocation of total compensation monies by the bargaining group shall be limited to only those areas already defined in the Memorandum of Understanding, such as, but not limited to, salary, insurance premiums, and uniform allowance.
- (u) "Transfer" – a change in the assignment of an employee from one position to another in the same classification or a comparable classification.
- (v) "Unclassified Service" – all positions in the City service specifically exempt from the Civil Service Rules and Regulations per Article XI, Section 1101 of the City Charter.
- (w) "Unit" - that group of employees found to be an "appropriate unit," as determined pursuant to Employer-Employee Relations Resolution No. 2979, representing those employees who elect such representation.
- (x) "Working Title" - a title other than the official classification title that is used informally in the course of work activities to distinguish amongst positions within the same classification.

Section 4. The Classification Plan

- (a) The City Council, upon recommendation of the City Manager, shall create and adjust classifications of positions in the City Service. This Classification Plan shall consist of classifications defined by class specifications, including a descriptive title, a description of typical duties and responsibilities, and a statement of minimum qualifications for all positions within each classification.
- (b) The City Council, upon recommendation of the City Manager, may create new classifications or divide, combine, or abolish existing classifications and may reassign a classification from one salary range to another.

- (c) At the direction of the City Manager, all positions in the City Service created or established by the City Council shall be allocated by the Director of Human Resources to their proper classifications in the Classification Plan. Allocations shall be determined in accordance with the duties, responsibilities, and authority of each position and shall be based on the principle that all positions shall be included in the same classification if:
- (1) Sufficiently similar with respect to duties, responsibilities, and authority to permit grouping under a common title;
 - (2) Comparable minimum education, experience, knowledge, skill, and ability requirements are demanded of incumbents;
 - (3) Common standards of selection, transfer, and promotion may be equitably applied; and
 - (4) The same salary range may be applied with equity.
- (d) The classification title of a position shall be used in all official personnel and budget records and transactions of the City of Santa Clara. No provisions of this Resolution, however, shall be deemed to prevent the use of a working title that differs from the official classification title of any position provided that the working title is designated by the head of the department in which the position exists.
- (e) Whenever in the judgment of the City Manager it is necessary for the expeditious transaction of the business of the City for a department to employ a person on a temporary basis in a type of position for which there is no classification provided in the Classification Plan, then the City Manager may authorize such employment. In such case the City Manager shall fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit in advance the period of time the position may be allowed.

Section 5. Amendment and Maintenance of Classification Plan

Whenever one or more new positions are under consideration for possible establishment, or whenever, because of any revision in organization or methods, a

significant change of the duties or responsibilities of any existing position is to be made which may require the reallocation of such position, or whenever a new classification is created to which any position may more appropriately be allocated, or whenever, because of the abolishment or combination of any existing positions or classifications, an amendment to the Classification Plan is required, one or a combination of the procedures stipulated in (a) and (b) shall be observed.

- (a) The Department Head shall report the significant facts relating to such possible changes in writing to the City Manager in the manner prescribed.
- (b) The City Manager, upon written request of any employee or upon his/her own initiative, may initiate an inquiry of the classification of any position.

Upon either of the above initiations, the City Manager may direct the Director of Human Resources to study the assigned duties and responsibilities of any such position and the qualifications required for filling the same, and of the relationships of such positions to other classifications of positions in the Classification Plan.

On the basis of such study, the Director of Human Resources shall then recommend to the City Manager that no change be made in the allocation of the position, or that the position be allocated to a more appropriate classification in the existing Classification Plan or that a new classification be established to which the position would be allocated, whichever is the appropriate action.

The City Manager will recommend to the City Council any changes in the allocation of individual positions, or any changes in existing classifications and classification specifications, which the City Manager deems appropriate. The City Council may then take action to modify the Classification Plan in accordance with the provisions of Section 1103 of the City Charter.

Section 6. Classification Specifications

- (a) The Director of Human Resources shall maintain a written specification for each classification, which, when approved and adopted by the City Council, shall constitute the official specifications of classifications in the

City service. Such classification specifications shall be based on an analysis of the duties and responsibilities of positions in the City service. Each classification specification shall set forth the title of the classification, a description of the responsibilities and typical duties, and a statement of minimum qualifications for performance of the work.

- (b) The official copy of each classification specification shall indicate the date of adoption or latest revision or amendment and will be kept on file in the Human Resources Department. The official copy of each classification specification shall be open to inspection by employees and the general public. The official copy of any specification is available electronically or may be obtained in hard copy from the Human Resources Department for a specified charge.
- (c) Said classification specifications, when adopted, are hereby incorporated herein and made a part of this Resolution by reference. Any modification or amendment thereto may be adopted by a majority vote of the City Council.
- (d) Classification specifications for positions in the Classified Service must first be approved and adopted by the City of Santa Clara Civil Service Commission before they may be approved and adopted by the City Council.

Section 7. Interpretation of Classification Specifications

- (a) Classification specifications are illustrative documents intended to summarize the key characteristics of each classification. Typical duties and responsibilities listed are provided as examples of work that may be performed by incumbents of positions assigned to the classification and are not limiting or restrictive. Each classification should be viewed as a whole and in relation to other classifications in the Classification Plan; consideration should be given to typical duties; responsibilities; authority; required knowledge, skills, and abilities; as well as the minimum qualifications for employment.

- (b) Qualifications commonly required of all incumbents of and applicants for all positions in the City Service shall be deemed to be requirements whether or not they are not specifically mentioned in individual classification specifications; these include, but are not limited to, United States (U.S.) Citizenship or proof of permission to reside and work in the United States if not a U.S. citizen, the ability to perform the essential functions of the job in accordance with the Americans with Disabilities Act (ADA) and California's Fair Employment and Housing Act (FEHA), honesty, sobriety, and industry. Specific minimum qualifications for each classification in the Classified Service are established under the Civil Service Rules and Regulations and approved by City Council; minimum qualifications for classifications in the Unclassified service are approved by City Council.

Section 8. Qualifications of Employees

Incumbents of all classifications in the City service must possess the minimum qualifications prescribed for their classification, including education and/or experience. Applicants to positions in the Classified Service shall be subject to the recruitment and examination procedures described in the Civil Service Rules and Regulations.

Section 9. Compensation Plan

- (a) Classified Employees: The following subsection shall apply to regular Classified employees.
- (1) The current Salary Schedules are on file in the Human Resources Department, and are incorporated by reference.
 - (2) The Salary Schedules constitute the Compensation Plan applicable to all classifications. Step and Range increases are built into the current Salary Schedules as follows: Approximately 5% increase between each Step 1 through 5, approximately 2 1/2% from Step 5 to 6 and from Step 6 to 7, and approximately 2 1/2% difference between each Salary Range. Steps 6 and 7 of said schedules are applicable only as "longevity pay" as set forth in Section 10. All salaries prescribed are monthly rates. For those positions where it

is more appropriate to pay on an hourly basis, the hourly rate of pay equivalent to the proper monthly salary step shall be paid as indicated in the various Salary Schedules.

- (3) The compensation of Classified employees of the City shall be as set forth in the current Salary Schedules.
- (4) The Salary Schedules referred to in this Resolution may from time to time be revised and amended by the City Council.

(b) Unclassified Employees: This section applies to all Unclassified positions.

The Salary Range for Unclassified positions shall be established by the City Council upon recommendation of the City Manager. A Salary Range/Schedule shall be maintained in the Human Resources Department.

Section 10. Application of Compensation Plan for Classified Positions

The Salary Schedules for classified positions, with such amendments as may be adopted by the City Council from time to time, shall have the force and effect and shall be interpreted and applied as follows, except as set forth in Section 12:

- (a) The salaries or rates of compensation prescribed are fixed on the basis of full-time positions, unless otherwise designated.
- (b) The rates of pay prescribed shall be deemed to include pay in every form, except for necessary expenses authorized and incurred incident to employment, or except as herein provided.
- (c) Employees shall be considered eligible for increase in salary according to the following general plan upon approval of the Department Head.
 - (1) The numbers 1, 2, 3, 4, and 5, respectively, denote the various steps in the salary range.
 - (2) Step "1" shall be paid upon initial employment for a period of at least twelve (12) months.
 - (3) Employees shall become eligible for increase to Step "2" upon satisfactory completion of twelve (12) months of service in Step "1."
 - (4) Employees shall become eligible for increase to Step "3" upon satisfactory completion of twelve (12) months of service in Step "2."

- (5) Employees shall become eligible for increase to Step "4" upon satisfactory completion of twelve (12) months of service in Step "3."
 - (6) Employees shall become eligible for increase to Step "5" upon satisfactory completion of twelve (12) months of service in Step "4."
 - (7) Employees may become eligible for an accelerated increase in salary within Steps "1" and "5" for outstanding performance upon recommendation of the Department Head and with the approval of the City Manager. In all such cases the Department Head shall submit written justification to the City Manager.
 - (8) Notwithstanding any other provision contained herein, any classified employee who has been employed for the City of Santa Clara for a total of ten (10) years, and has been employed at Step "5" of the salary range for his/her present classification for at least one (1) year, upon approval of the Department Head, shall receive a pay adjustment to Step "6" based on the current Salary Schedule. Any classified employee who has been employed for the City of Santa Clara for a total of fifteen (15) years, and has been employed at Step "6" of the salary range for his/her present classification for at least one (1) year, upon approval of the Department Head, shall receive a pay adjustment to Step "7" based on the above mentioned Salary Schedule.
- (d) If the Department Head does not approve the scheduled increase, the employee shall be notified ten (10) days prior to his/her Anniversary Date or Step Increase Date. In the event a step increase is denied on an employee's Anniversary Date, but a step increase is granted at a subsequent date prior to the next regularly scheduled Step Increase Date, no change shall be made in the employee's Anniversary Date.
 - (e) If an employee is denied a step increase, he/she may make a written appeal to the City Manager through his/her Department Head within fifteen (15) days of the postmark of his/her letter of notice of denial. The City Manager shall grant the employee an interview within 45 days.

- (f) The pay of any employee may be reduced to a lower step within the established pay range upon recommendation of the Department Head and with the approval of the City Manager, in cases where the quality and manner of work performance do not justify the pay being received. However, employees in the Classified Service having a permanent appointment shall be subject to the procedures set forth in the applicable Civil Service Rules and Regulations.

Section 11. Calculation of Anniversary Dates

(a) Anniversary Date of Employment

For purposes of compensation, the Anniversary Date for Classified and Unclassified employees will be the first day worked on a regular basis with the City of Santa Clara. All salary changes shall be effective as of the commencement of a bi-weekly payroll period. Employees who have an Anniversary Date that falls within the first week of the pay period and have been approved for a step increase will be adjusted on the first day of the pay period during which the Anniversary Date falls. Employees who have an Anniversary Date that falls within the second week of the pay period and have been approved for a step increase will be adjusted on the first day of the pay period immediately following the Anniversary Date. It is the intent of this provision that in no event shall a regular employee be paid under more than one rate of compensation during any payroll period.

(b) Annual Step Increases

If a classified employee remains in the same classification in which he/she received original appointment, he/she may receive the annual salary step increase on his/her Anniversary Date, subject to provisions of Sections 9 and 10 above.

(c) Transfer Within Same Classification or Within Another Classification With Same Salary Range

Should a classified employee be transferred to another classification having the same salary schedule and salary range as the classification in

which he/she has acquired permanent Civil Service status, the same provisions as above shall apply.

(d) Promotional Appointment

Should a classified employee be appointed to another classification to which a higher salary range applies, the Step Increase Date will coincide with the employee's Anniversary Date, subject to the provisions of Sections 9 and 10.

(e) Leaves of Absence

For compensation purposes, a personal leave of absence or any period of time an employee is off without pay (other than for reasons of illness covered by medical leave granted under Section 30 herein, industrial injury or illness or military service), which exceeds thirty-one (31) consecutive calendar days will constitute an interruption in continuous employment. In such instances the length of the leave of absence shall delay the Step Increase Date accordingly. A leave of absence or any period of time an employee is off without pay which does not exceed thirty-one (31) consecutive calendar days shall be considered as continuous employment toward the accumulation of time for the next appropriate step increase.

(f) During any leave provided for by the Family Care and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the employee shall retain employee status with the employer, and the leave shall not constitute a break in service, for purposes of longevity, seniority under any Memorandum of Understanding, or any employee benefit plan. An employee returning from leave shall return with no less seniority than the employee had when the leave commenced for any employment related purpose.

Section 12. Hiring Above the Entry Level Salary

The entry level salary is defined as Step 1 for Classified Employees and the bottom of the salary range for Unclassified Employees. When a candidate recommended for hire to a classified position in City service is found to possess extraordinary qualifications through former training and/or experience, or when the City

is unable to recruit qualified candidates at the first step of the appropriate salary range, the City Manager, on recommendation of the Department Head, may approve the hiring of a candidate above Step 1, up to and including Step 5. . For unclassified employees, the City Manager has authority to hire and grant merit increases at any point within the salary range for the job classification.

Section 13. Applicable Pay Rates Following a Change of Status

(a) Pay Rates Following Promotion:

- (1) A classified employee promoted to a classification with a higher salary range shall be compensated at Step 1 of the classification to which he/she has been promoted, provided that Step 1 is at least approximately five (5) percent above the salary before promotion. If Step 1 is not at least approximately five (5) percent above the salary before promotion, the promotional salary shall be adjusted to at least approximately five (5) percent above the former salary unless prohibited by ineligibility to go to Step 6 or Step 7 (longevity steps). If the promotion places the employee on a different Salary Schedule, he/she will then be placed in the salary step that is closest to the salary the employee would have received had the employee received a five (5) percent increase in his/her former Salary Schedule and salary range. The Step Increase Date will coincide with the employee's Anniversary Date.
- (2) In the event that a classified employee is promoted on his/her Anniversary Date, he/she shall first receive any within-range increase to which he/she is entitled in the lower classification, and then the promotional salary adjustment provided in paragraph (1) above. The Step Increase Date will coincide with the employee's Anniversary Date.
- (3) If the promotion places the employee in Step 5 of their Salary Schedule and salary range, the Step Increase Date will coincide with the date of the promotion. Once the employee attains a salary at Step 6 or Step 7 (top longevity salary steps), the Step Increase

Date will be changed to coincide with the employee's Anniversary Date. See Section 10 (c)(8) above.

(b) Pay Rates Following Demotion:

- (1) If a classified employee is demoted to a classification with a lower salary range, the employee shall be assigned to a salary step in the lower range, as follows:

If a disciplinary demotion: The employee will be assigned to a salary step in the lower classification's salary range that earns less money than the employee was earning before the demotion. No change shall be made in the Anniversary Date or the Step Increase Date.

If a non-disciplinary demotion: The employee will be assigned to the salary step in the lower classification's salary range that the employee would have reached if the employee had never promoted to the higher classification. No change shall be made in the Anniversary Date or the Step Increase Date.

- (2) Unclassified Employees: In the event of a demotion of an Unclassified Employee, the adjusted salary shall be as approved by the City Manager.

(c) Pay Rates Following Transfer:

When a classified employee transfers from one position to another in the same classification or to another classification to which the same Salary Schedule and salary range is applicable, the employee shall remain at the same salary step and shall retain his/her Anniversary Date and Step Increase Date.

Section 14. Applicable Pay Rates Following Salary Range Increases and Decreases

- (a) If a salary range for a given classification increases, the incumbents of the classifications affected shall have their existing pay adjusted to the same step in the new salary range (Step 2 to Step 2, Step 3 to Step 3, etc.).
- (b) Except in the case of an overall Salary Schedule adjustment, if a salary range is decreased, incumbents shall retain their same dollar amount of

pay within the lower salary range. If the employee's present rate exceeds the maximum step of the lower salary range, the employee shall continue to receive the same dollar amount, which shall be designated a "Y" rate and indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be cancelled when the Salary Schedule and salary range reach the employee's original pay rate or upon vacancy of the position.

- (c) If a salary range change becomes effective on an employee's Anniversary Date, he/she shall first receive any within-range adjustment to which he/she is entitled and then receive his/her corresponding step adjustment.
- (d) If a salary range change becomes effective on the date an employee is promoted to a higher classification, he/she shall first receive any corresponding step adjustment to which he/she is entitled in the lower classification, and then the next higher step promotional adjustment as provided in Section 13(a) above.

Section 15. Salary on Reclassification of Positions

- (a) If a position is reclassified to a classification having the same maximum salary, the salary and the Anniversary Date of the incumbent shall not change.
- (b) If a position is reclassified to a classification which has a higher salary range, the salary shall be adjusted in accordance with Section 14(a) above.
- (c) If a position is reclassified to a classification with a lower salary range, the incumbent's salary shall not change, as provided in Section 14(b) above.

Section 16. Initial Adjustments to Compensation Plan

Subject to the provisions of this Resolution, the salary ranges referenced by this Resolution shall be applicable to all positions allocated to classifications listed in the Classification Plan, a copy of which is on file in the Human Resources Department. Each employee shall be paid the salary or compensation in accordance with the salary range prescribed for the classification to which his/her position is allocated.

Section 17. Hours of Work

All City employment is based on a forty hour work week with the following exception:

Shift personnel in the Fire Department work twenty-eight (28), twenty-four (24) hour scheduled duty shifts in a six (6) pay-period cycle.

Section 18. Overtime

THIS SECTION IS SUBJECT TO APPLICABLE FEDERAL AND/OR STATE LEGISLATION AND/OR CITY RESOLUTION.

- (a) It is the policy of the City of Santa Clara to avoid overtime work whenever possible. The City recognizes however, the obligation to provide services to the community and, on occasion, may require employees to extend work shifts or to be called back to work due to emergencies, personnel shortages, or required workloads.

Employees contacted for overtime work have an obligation to affirmatively respond to this need unless incapacitated or due to extenuating circumstances beyond the control of the employee and reasonably acceptable to the City. Failure on the employees part to affirmatively respond to such requests and/or to acceptably document such extenuating circumstances or incapacitation will be in violation of the City's rules and regulations and may be subject to formal disciplinary action.

- (b) The Department Head or designee shall authorize overtime.
- (c) Compensatory time off shall be taken as determined by the Department Head and shall be at the employee's convenience where practical. If the employee does not take the time off, the employee shall be paid at the employee's regular rate of pay.
- (d) All classified employees will be paid overtime or be eligible for compensatory time off in accordance with existing policy. The employee may not accrue more compensatory leave hours than permitted by the current MOU or Department policy.
- (e) Unclassified employees are not entitled to overtime compensation. The monthly salary shall be considered full compensation for all hours worked.

Section 19. Holidays

(a) With the exceptions stated below, employment holidays are:

New Year's Day
Martin Luther King Jr. Day
President's Day
Spring Holiday
Memorial Day
Independence Day
Labor Day
Admission Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

and every day appointed by the City Council as a holiday. On days appointed by the City Council as "special" or "limited" holidays, City offices shall remain open and shall function in their normal and usual manner.

- (b) A special or limited holiday is a holiday applying only to one or more job classifications, and not generally observed Statewide by all employers. Holidays listed in Section 19(a) are not special or limited holidays.
- (c) If a holiday falls on Sunday, the holiday will be observed on Monday. If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. Except for sworn Police and Fire Department personnel working shifts, regular employees will receive eight (8) hours of compensatory time off if the "observed" holiday falls on their scheduled day off.
- (d) For employees of the Recreation Division of the Parks and Recreation Department: If an employee works 40 hours in a workweek that includes a holiday, the employee will be paid double time and a half for the hours worked on the holiday. If the employee works 32 hours or less in a week that includes a holiday, the employee will be paid double time for the hours worked on the holiday.

Section 20. Vacations

- (a) Regular employees shall accrue vacation leave on a bi-weekly basis, provided that the employee is in a paid status for at least two-thirds (2/3)

of the hours of the pay period (53.4 hours or 74.67 hours for 24-hour employees), at the rate set forth by the current Memorandum of Understanding.

- (b) Maximum vacation accrual will be set forth in the current Memoranda of Understanding.
- (c) Vacation time off shall be subject to approval of the Department Head. Vacation eligibility will be as set forth in the current Memorandum of Understanding subject to any limitations contained therein.
- (d) Vacation time off for Department Heads shall be subject to the approval of the City Manager.
- (e) In accordance with the current Memorandum of Understanding, regular employees who separate from City service with accrued vacation time shall be paid for unused vacation on the effective date of separation. Employees may use vacation time on his/her last day(s) of City service to continue in a paid status without being present.
- (f) In case of the death of an employee, payment for accrual vacation shall be made to the estate of the employee, or in accordance with State law.

Section 21. Vacation/Sick Leave Conversion

- (a) For all employees except 24-hour Employees
Employees in this category have the option, subject to approval, of converting sick leave to vacation leave on a two-to-one basis. The maximum allowable exchange will be 96 hours of sick time for 48 hours of vacation leave per calendar year. Minimum exchange will be 8 hours sick leave for 4 hours of vacation.
- (b) For all 24-hour Employees
All provisions are the same as in the preceding section except the conversion ratio will be three-to-one; the maximum allowable exchange will be 216 hours of sick leave for 72 hours of vacation leave; minimum exchange will be 12 hours of sick leave for 4 hours of vacation leave.
- (c) General Rules for Vacation/Sick Leave Conversion

The vacation/sick leave conversion program set forth in this resolution is intended to provide a means for the individual employee to convert sick leave to vacation leave on the ratio set forth in this section. Such conversion, either to convert sick leave to vacation leave or vice versa shall be subject to the following conditions:

- (1) All requests to convert sick leave to vacation leave shall be submitted in writing to the Department Head in advance of intended vacation utilization.
- (2) The granting of such conversion and subsequent use will be at the discretion of the Department Head.
- (3) If the employee has not been permitted the use of the converted vacation leave within twelve (12) months, and has submitted at least one written request for utilization, the employee will have the option to re-convert the vacation leave to sick leave in reverse ratio* to the original conversion. This conversion will be allowed only for previously converted sick leave to vacation and will not be permitted for regularly accrued vacation leave.
- (4) If an employee, after converting sick leave to vacation leave, exhausts all of his/her remaining sick leave, he/she may make a written request to the Department Head to re-convert vacation leave to sick leave on a reverse ratio* basis. A written physician's statement attesting to the illness/injury is required and requests are subject to Department Head approval.
- (5) Sick leave converted to vacation is not available for use during the same pay period as the conversion.
- (6) This section only applies to employees whose Memorandum of Understanding allows for the temporary overaccrual of vacation. If an employee has converted sick leave to vacation and will exceed his/her vacation maximum accrual at the end of the calendar year, he/she will have the option to re-convert vacation leave back to sick leave on a reverse ratio* basis. Such re-conversion shall be limited

to previously converted sick leave to vacation and may not exceed the amount necessary to reduce the accrued vacation to the maximum allowable. Regularly accrued vacation leave, including vacation leave accrued in excess of the maximum allowable, will not be eligible for this re-conversion to sick leave.

*NOTE: As used in this section, "reverse ratio" is intended to mean that the ratio of sick leave to vacation leave will revert to the original ratio at the time of the initial conversion.

Section 22. Sick Leave

- (a) Sick leave shall be accrued at the rate 96 hours per calendar year (3.7 hours per bi-weekly pay period). For purposes of determining eligibility for sick leave accrual, employees must be on a paid status for at least 36 hours, excluding overtime, sick leave, family sick, family death, or personal leave, during the bi-weekly pay period. (Paid vacation, compensatory time off (CTO), holidays, and emergency paid leave, in addition to actual time worked, count toward the minimum hours required for accrual.)
- (b) Fire Department employees on a twenty-four (24) hour shift shall accrue 288 hours sick leave per calendar year (11.07 hours per bi-weekly pay period). For purposes of determining eligibility for sick leave accrual, Fire Department employees working on a shift basis must be in a paid status at least 50 hours during the bi-weekly pay period, excluding overtime, sick leave, family sick leave, family death leave, or personal leave. (Paid vacation, compensatory time off (CTO), holidays, and emergency paid leave, in addition to actual time worked, count toward minimum hours required for accrual.) However, Fire Department personnel not employed on a 24-hour shift basis shall accrue sick leave as set forth in the Section 22(a).
- (c) Sick leave accrued in a pay period may not be used during the same pay period.
- (d) Accrued sick leave may be used for leave consistent with leave under the Family Medical Leave Act (FMLA), the California Family Rights Act

(CFRA), Government Code Section 12945(b)(1) or death of a member of the employee's immediate family (immediate family as defined by FMLA or CFRA).

- (e) In the event of a death of a member of an employee's immediate family, the employee may use accrued sick leave as family death leave with approval of the City Manager (see Section 23: Bereavement Leave).
- (f) Not more than 48 hours of the employee's accrued sick leave (or six (6) shifts for 24-hour Fire employees) may be used as family sick leave within a calendar year for the care or attendance of members of his/her immediate family. "Immediate family" is defined as: spouse, parent, step-parent, child, step-child, sibling, grandparent, grandchild, aunt or uncle, niece or nephew, first cousin, parent by marriage, son or daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, and anyone dependent on employee for care. The City Manager or designee may approve the use of additional sick leave.
- (g) Upon a doctor's certification that the employee is disabled because of pregnancy, or childbirth, or related medical condition, the employee may utilize accrued sick leave.
- (h) Accrued sick leave may be used for industrial injury or illness, as follows:
 - (1) Accrued sick leave may be applied during industrial injury or illness leave.
 - (2) If a Public Safety employee assigned to Fire Units #1 and #9B and Police Units #2 and #9A has exhausted his/her year of pay pursuant to Section 4850 of the State of California Labor Code, Sick Leave may not be used to supplement temporary disability pay pursuant to Section 4853 of the State of California Labor Code. This is not intended to deny any represented employee a cash payoff for any unused sick leave, upon disability retirement as provided for elsewhere in this document.
- (i) The City Manager or the employee's Department Head may require the employee to provide a physician's certificate, or otherwise, confirming that

the employee was sick during any period of sick leave. If an employee uses 40 hours or more of sick at one time, the employee shall provide to the Department Head a doctor's note certifying that the employee is physically able to perform the essential functions of the employee's position upon the employee's return to work.

- (j) A medical leave of absence for one calendar year without pay may be granted by the City Manager. If the employee is unable to return to work at the end of one year of leave of absence without pay, his/her service shall be terminated or retired.
- (k) A medical leave of absence granted by the Family and Medical Leave Act of 1993 (FMLA) or the California Family Rights Act (CFRA) will run concurrently with any paid leave.
- (l) Sick leave will have an unlimited accrual for use. However, payment of sick leave at retirement will be limited to a maximum of 1,500 hours (or 3,000 hours for 24-hour Fire employees). For employees who have accumulated more than 1,500 hours (or 3,000 hours for 24-hour Fire employees), the employee shall not be permitted to receive payment at retirement for more than the hours they had on the books as of January 1, 2004, plus 1,500 hours (or 3,000 hours for 24-hour Fire employees).
- (m) Employees leaving City service, except when on military leave, shall forfeit all sick leave benefits except as noted below. Sick leave may be used during a period of vacation prior to separation only with medical certification.
- (n) Employees whose service with the City aggregates fifteen (15) years or more shall be entitled, upon retirement, to payment for sick leave then accumulated for continuous service upon the following basis:
 - (1) Sick leave hours earned at the rate of ninety-six (96) hours per year shall be converted to their dollar equivalent based on the regular rate of pay last held by the employee, and those with 25 years or more service shall be entitled to be paid 75% of said accumulated sick leave;

- (2) those with 20 years or more service shall be paid 50% of said accumulated sick leave; and
- (3) those with 15 years or more service shall be paid 25% of said accumulated sick leave.
- (o) Sick leave hours earned by Fire Department public safety employees on a twenty-four (24) hour shift basis, shall first be divided in half and the balance converted to their dollar equivalent based on the reduced twenty-four (24) hour average hourly rate of pay last held by the employee, and then paid on the same schedule as that set forth above.
- (p) In the event of death of an employee, all accrued sick leave shall be paid to the employee's estate at full value.
- (q) No City employee shall be entitled to paid sick leave under any of the following circumstances:
- (1) Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct, including, but not limited to, intoxication and misuse of narcotics or drugs.
(Employees may use sick leave for alcohol or drug addiction rehabilitation consistent with the existing Civil Service Rules and Regulations.)
- (2) Sickness or disability sustained while on an unpaid leave of absence.
- (3) Disability or illness arising from compensated employment other than with the City of Santa Clara.
- (r) Sick leave shall not be used in lieu of, or in addition to, vacation except as stated herein.
- (s) Separation of an employee's continuous employment or service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued to the time of such separation, regardless of whether or not such person subsequently reenters the City service.
- (t) "Observed" holidays occurring during sick leave shall not be counted as a day of sick leave.

- (u) Upon written determination from a qualified workers' compensation or City physician that the employee is declared permanently incapacitated for further duty due to injury or illness, the City will apply for a disability retirement immediately, in accordance with the retirement administrative procedures.

Section 23. Bereavement Leave

- (a) The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of the employee's immediate family, as defined in this section.
 - (1) Employees are eligible to receive up to forty (40) hours (or three (3) shifts for 24-hour Fire employees) of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse, or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner.
 - (2) Employees are eligible to receive up to three (3) work days, regardless of shift assigned, (or two (2) shifts for 24-hour Fire employees) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse, or employee's domestic partner (including, in each case, step, adoptive and in-law).
 - (3) Employees are eligible to receive up to one (1) work day, regardless of shift assigned, (or one (1) shift for 24-hour Fire employees) of bereavement leave in the event of the death of a great-grandchild, great-grandparent, niece, nephew, or first cousin of the employee, employee's spouse, or employee's domestic partner (including, in each case, step, adoptive, and in-law).
- (b) The bereavement leave benefit is based on each death occurrence and is not charged through the total compensation model (Salary Adjustment Form).

- (c) Up to forty (40) hours (or five (5) shifts for 24-hour Fire employees) of additional bereavement leave may be charged as family death leave to an employee's sick leave balance with City Manager approval.
- (d) At the request of the City, the employee will provide verification.

Section 24. Military Leave

Military leave with pay shall be granted in accordance with the applicable sections of the Military and Veterans Code of the State of California and federal law.

The employee will receive full City pay for Military Leave up to 30 calendar days on an annual basis. Any Military Leave exceeding 30 calendar days will require the employee to utilize other approved time off, excluding sick leave. If the employee does not have sufficient accrual balances to cover Military Leave exceeding 30 calendar days, he/she may request a Personal Leave of Absence without pay.

Section 25. Jury Duty

No deductions shall be made from the pay of a regular employee for the hours that jury duty intrudes upon the assigned work shift providing that he/she submits any jury fees collected to the City. Employees may keep mileage fees received as reimbursement for the use of a private vehicle. An employee accepted for jury duty shall immediately notify his/her Department Head.

Section 26. Court Appearance as a Witness

No deductions shall be made from the salary of an employee who has been subpoenaed as a witness as a result of having observed an event or occurrence while on City duty providing he/she submits the witness fee. The same procedures are to apply as in the above paragraph.

Section 27. Uniform Allowance

A standard uniform regulation shall apply to designated Police and Fire Department uniformed personnel. Eligibility and annual amounts to be paid by the City will be based upon criteria as set forth in current Memorandum of Understanding. Payments for uniform allowance will be made bi-weekly.

Newly hired personnel will not receive uniform allowance during the initial twelve (12) continuous months of employment in the classification eligible for uniform allowance. Upon satisfactory completion of 12 months of employment, payment in the

amount equal to full uniform allowance (where applicable) will be paid for the initial 12 months of employment inclusive of any partial amount which would have been incurred in a previous year (on a pro-rated basis).

The City shall also provide for the repair of, or replacement based on the remaining useful life of the uniform article damaged while actively engaged in the line of hazardous duty in the Police and Fire service. All safety equipment supplied by the City damaged while actively engaged in the line of hazardous duty shall be replaced at no cost to the employee.

Section 28. Insurance Benefits

Types of insurance:

1. Health, Dental, Short and Long Term Disability, and Life Insurance: The City may arrange for and make available to City of Santa Clara employees the following group insurance benefits: Health, Dental, Short and Long Term Disability, Life Insurance, Voluntary Employees Beneficiary Association (VEBA), Employee Assistance Program and Flexible Spending Plan. The City has the obligation to change, alter, modify or the right to discontinue such plans when mandated by the provider. Current contracts for these insurance benefits shall be on file in the City Clerk's Office.
2. Health Allocation: Employee Bargaining Groups shall, on a once a year basis, commencing with the beginning of the calendar year, designate a fixed maximum monthly sum to be paid by the City for all represented employees toward applicable insurance premiums.

To be eligible for the health allocation, a represented full-time employee must be on a paid status for at least 80 hours (112 hours for 24-hour employees) in the month prior to the month of coverage. Part-time employees will have access to full health and dental benefits, but the total health allocation will be pro-rated to hours worked.

If the premiums for the individual employee exceed the amount allocated, the balance is paid by a salary deduction from the paycheck of the individual employee or under special circumstances, paid directly by the employee.

If the premiums are less than the monthly amount allocated, the difference will be refunded twelve (12) times a year.

3. Insurance Premium Payments During Periods of Work-related Injuries: For an employee who is temporarily disabled due to an accepted workers' compensation claim and has not earned the health allocation, the City will continue to pay the required premiums up to the amount of the health allocation until the employee is able to return to full duty or is declared permanent and stationary. However, should the injury be determined by the City's Workers' Compensation Third Party Administrator and/or the Workers' Compensation Appeals Board to not be service connected, the employee shall repay the City in full the premiums paid on his/her behalf.

Section 29. Retirement Benefits

Pursuant to Section 1200 of the City's Charter, the California Public Employees' Retirement System is the Retirement System of the employees of the City. As a condition of employment, employees of the City automatically become members of the Public Employees' Retirement System. The current contract between the City of Santa Clara and the Public Employees Retirement System is on file in the City Clerk's Office.

The Retirement System is divided into two Retirement Formulas, for Public Safety Employees and Miscellaneous Employees, as follows:

- (1) Public Safety Employees – 3.0% at age 50 Retirement Program (“Classic”); 2.7% at age 57 (“New”).
- (2) Miscellaneous Employees – 2.7% at age 55 Retirement Program (“Classic”); 2.0% at age 62 (“New”).

Section 30. Leave of Absence Without Pay

A leave of absence without pay may be granted as follows:

- (a) The City Manager may grant a leave without pay not to exceed one (1) calendar year.
- (b) Maternity Leave.

The term “maternity leave” refers to a leave of absence without pay because of pregnancy, childbirth, or related medical conditions. Pursuant to the Federal Pregnancy Discrimination Act (Pub. L. 95-555, 92 Stat.

2076 (1978) 42 U.S.C. 2000e), the rules and regulations issued pursuant thereto by the Equal Employment Opportunity Commission and Section 12945 of the California Government Code, the City Manager may grant a leave without pay not to exceed four (4) months for disability caused by pregnancy, childbirth, or related medical conditions. The City Manager may extend the leave up to eight (8) additional months.

The employee will give reasonable written notice of the need for maternity leave and her estimated duration of the leave.

Accrued vacation time (pursuant to Section 20) and accrued sick leave (pursuant to Section 22) may be used by the employee during the maternity leave.

(c) Family Leave.

Pursuant to the federal "Family and Medical Leave Act of 1993" (FMLA) and the California Family Rights Act (CFRA), the City Manager may grant a leave without pay for up to twelve (12) workweeks in a rolling twelve (12) month period for the care of an employee's spouse, child, or parent who has a serious health condition or the employee's own serious health condition that makes the employee unable to perform the functions of his/her position. The City Manager may authorize additional unpaid leave to increase the total leave without pay to one (1) calendar year. When the employee has requested a Medical Leave of Absence without Pay or Maternity Leave of Absence and Family Medical Leave simultaneously, FMLA leave shall run concurrently with such leaves.

Section 31. Right of Employee to Retain Position

When a leave of absence with or without pay is granted, it is with the definite understanding that the employee will be restored to the position vacated by him/her at the expiration of his/her leave.

Section 32. Temporary Changes in Work Schedules

- (a) General Rule – Temporary changes in work schedules shall be made whenever required. However, such changes shall be considered emergencies and emergency overtime rules shall apply whenever:

- (1) less than fourteen (14) hours advance notice is given to eight (8) hour, nine (9) hour, ten (10) hour, or twelve (12) hour shift employees; or
 - (2) less than forty-two (42) hours advance notice is given to Fire Department employees working a twenty-four (24) hour shift.
- (b) During the City's Annual Cleanup Campaign, the City may temporarily change the regular hours of work, on regular work days, of employees, upon 14 hours advance notice. Change in assignment for employees must be limited to shifts commencing up to one hour either prior to their regular shifts or up to one hour after the commencement of their regular shifts at straight time salary. Employees so assigned will work a nine (9) hour work day excluding unpaid time for meals. Any hours in excess of a regular (e.g., 9/80) schedule will be paid at the prevailing overtime rate.

Section 33.

This Resolution supersedes Resolutions Nos. 636, 3144, 3830, 4652, 7650 and amendments thereto.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
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@SantaClaraCity

Agenda Report

21-1673

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic

COUNCIL PILLAR

Enhance Community Engagement and Transparency



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
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Agenda Report

21-1717

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Verbal Report Update from City Manager Regarding the Local Drought Emergency

COUNCIL PILLAR

Enhance Community Engagement and Transparency



Agenda Report

21-1736

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Adoption of a Resolution Approving 2022 Salary Plans for Classified and Unclassified Employees, Including City Manager, Pursuant to Council's Approved Cost of Living Increases effective December 26, 2021 (Continued from December 7, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

This item was deferred from the December 7, 2021 Council meeting. The item before the Council is to approve Resolutions, per CalPERS requirements, with the updated salary plans for classified and unclassified positions represented by the Employees' Association (Unit 578), Miscellaneous Unclassified Management (Unit 9), and the City Manager. The updated salary plans reflect the negotiated and Council approved Cost of Living Adjustments (COLA) included in each agreement for the Units 578, Unit 9, and the City Manager. If the City Council does not approve these resolutions, the City will be non-compliant with CalPERS record keeping and reporting requirements. The City of Santa Clara is a contracting agency with CalPERS and is required to comply with its requirements.

The City has a contractual obligation to implement the terms of the Council approved Agreements and the Administration will proceed with implementing the COLAs effective December 26, 2021. Administratively, the salary increases will occur through the payroll system as scheduled in accordance with the applicable labor contracts. The approval of the salary plans in this Council agenda item will satisfy the reporting requirement to CalPERS, and will not affect the scheduled payroll increases that are legally required and Council approved.

To clarify for the Council, its authority in terms of the action on the December 14, 2021 Council Meeting related to the Salary Schedule Resolutions is solely focused on the annual filing of the Salary Schedule, while complying with the legal requirement to state the City Manager's salary, and not placing it on the Consent Calendar.

After the December 7, 2021 Council meeting, City staff researched prior actions taken by the City Council to implement Unit 9 MOU-based COLA adjustments for the City Manager position. It appears that in both 2018 and 2019 COLA adjustments were applied to the City Manager without amendments to the employment agreement due to the language in Section 3.2 of the City Manager's Employment Agreement, which states "Employee shall be subject to all cost of living adjustments to salary and benefits for City Miscellaneous Unclassified Management Employees in Unit 9."

The Amendment #1 to the City Manager's contract (January 2020) reflected the deletion of the housing allowance clause and conversion of that housing allowance to salary, as a self-funded merit

increase. In order to remain consistent with the prior action regarding COLA adjustments, a further amendment is not necessary in this case.

California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules/plan by the governing body. Section 9 of the Personnel and Salary Resolution requires Council approval of compensation plans for classified and unclassified positions. The proposed action satisfies these requirements for past actions approving cost of living increases effective December 26, 2021.

The Classified and Unclassified Salary Plans have been modified to reflect negotiated and pre-approved wage increases by City Council, for two bargaining units as part of their current Memorandum of Understanding (or MOUs). Classifications that are covered by the listed bargaining units shall receive an automatic wage increase as described below effective December 26, 2021, pursuant to the terms of their respective MOUs:

- City of Santa Clara Employees' Association (Unit 5/7/8): A wage increase of approximately 3.5% which was approved by Council on December 16, 2020.
- Unclassified Miscellaneous Management (Unit 9): A wage increase of approximately 4.5% which was approved by Council on November 17, 2020.

City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees for classified and unclassified positions. When the City makes modifications to the salary schedules, or salary plan, for classified or unclassified positions, the Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5. Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information to be approved by the governing body whenever they are updated or revised. These changes are administrative in nature as the salary changes reflected in the updated salary plans have already been previously approved by Council.

This action is only focused on the approval of the required Salary Schedule for the purpose of demonstrating compliance with CCR Section 570.5. The City Council has already approved the wage increases for both Classified and Unclassified employees, which are not subject to amendment or further Council action unless the parties re-enter negotiations and subsequently agree to any amendments.

Additionally, the City entered into an employment agreement with City Manager Santana on August 22, 2017 and that agreement provides for appropriate salary adjustments and that the City Manager is subject to cost of living adjustments applicable to Unit 9. These provisions were not altered by Amendment No. 1 to the employment agreement. By virtue of its decision regarding Unit 9, the Council approved two years of 0% COLAs for the City Manager, along with a 4.5% effective December 26, 2021. Since this adjustment is for the City Manager position and based upon the Unit 9 salary adjustment, bringing the action forward on the agenda in this manner is the appropriate process.

A similar action would have been required for the City Attorney, however, that position is currently

vacant, and therefore no COLA adjustment for this position is included in this report.

DISCUSSION

Approval and Adoption of the Salary Plan for Classified and Unclassified Positions

The Classified and Unclassified Salary Plans have been modified to reflect negotiated wage increases for two bargaining groups. These changes are administrative in nature as the salary changes reflected in the updated salary plans have been previously approved by City Council. All classifications that are covered by the respective bargaining units shall receive an automatic increase effective the pay period beginning on December 26, 2021.

On December 16, 2020, the City Council approved the 2019-2023 Memorandum of Understanding (MOU) between the City and the City of Santa Clara Employees' Association (Unit 5/7/8). For the third year of the MOU, the MOU provides for a wage increase of approximately 3.5%, effective December 26, 2021.

On December 16, 2020, the City Council approved the 2019-2024 MOU between the City and the Miscellaneous Unclassified Management Employees (Unit 9). For the third year of the MOU, the MOU provides for a wage increase of approximately 4.5%, effective December 26, 2021.

City Manager's Employment Agreement

Section 3.2 of the City Manager's employment contract states she will be "subject to the cost of living adjustments for City Miscellaneous Unclassified Management Employees in Unit 9." Accordingly, the Unit MOU provides for a 4.5% adjustment and the City Manager will be entitled to that same adjustment effective December 26, 2021. However, if those adjustments exceed the amount set forth in Government Code sections 3511.1 and 3511.2 (referencing the Consumer Price Index), they will not be automatic and will require approval of the Council. The 4.5% Unit 9 adjustment does not exceed the CPI, as follows:

- The adjustment is less than the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States, which according to the Bureau of Labor Statistics is 5.9% over the past 12 months; and,
- The adjustment is less than the local CPI of 4.9% for Urban Wage Earners and Clerical Workers, for the San Francisco-Oakland-Hayward, California area.

The City Manager's salary after application of the COLA will be \$468,673.97, effective December 26, 2021.

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution attaches and approves the updated salary plan for the classification of City Manager.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The general wage increases have a total annual cost (as shown in the table below) of approximately \$3.0 million (all funds), of which approximately \$1.6 million is in the General Fund and \$1.4 million is in other funds.

Bargaining Unit	General Fund	All Funds
Employees’ Association (Unit 5/7/8)	\$ 760,000	\$ 1,374,000
Misc. Unclassified Management (Unit 9)	\$ 814,000	\$ 1,635,000
TOTAL	\$ 1,574,000	\$ 3,009,000

Since the Council already approved the COLA adjustments in 2020, the wage increases have already been budgeted and were appropriately reflected in the City’s FY 2021/22 and FY 2022/23 Adopted Budget. As these COLA adjustments are scheduled to take place during the middle of the current fiscal year, the anticipated total fiscal impact for FY 2021/22 is approximately \$1.5 million, of which approximately \$787,000 is in the General Fund and \$718,000 is in other funds. No additional budget action is required.

COORDINATION

This report has been coordinated with the City Attorney’s Office and the Finance Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution approving the updated and amended salary plans for various classified and unclassified positions including the position of City Manager to satisfy the requirements of California Code of Regulations Section 570.5 effective December 26, 2021.

Prepared by: Aracely Azevedo, Director of Human Resources
Reviewed by: Sujata Reuter, Chief Assistant City Attorney

ATTACHMENTS

1. Classified Salary Plan (effective 12-26-2021) approved 12-14-2021

2. Unclassified Salary Plan (effective 12-26-2021) approved 12-14-2021
3. Resolution for Amended Classified and Unclassified Salary Plans (effective 12-26-2021) approved 12-14-2021
4. City Manager Employment Agreement
5. Amendment #1 to City Manager Employment Agreement
6. RTC 18-271 (approving City Manager COLA adjustments without contract amendment)

City of Santa Clara
Classified Salary Plan

Effective 12/28/2021
Approved 12/14/2021

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
UTILITY SERVICES TECHNICIAN	892	578	A	028	\$ 42,556.42	\$ 7,376.45	\$ 88,517.40	\$ 44,759.76	\$ 7,758.36	\$ 93,100.32	\$ 46,825.78	\$ 8,116.47	\$ 97,397.64	\$ 49,184.42	\$ 8,525.30	\$ 102,303.60	\$ 51,668.42	\$ 8,955.86	\$ 107,470.32	\$ 52,970.13	\$ 9,181.49	\$ 110,177.88	\$ 54,271.84	\$ 9,407.12	\$ 112,885.44
UTILITY WORKER	895	6	G	019	\$ 33,210.00	\$ 5,756.40	\$ 69,076.80	\$ 34,842.11	\$ 6,039.30	\$ 72,471.60	\$ 36,616.15	\$ 6,346.80	\$ 76,161.60	\$ 38,579.42	\$ 6,687.10	\$ 80,245.20	\$ 40,524.98	\$ 7,024.33	\$ 84,291.96	\$ 41,477.01	\$ 7,189.35	\$ 86,272.20	\$ 42,511.90	\$ 7,368.73	\$ 88,424.76
WATER & SEWER SYSTEM OPERATOR	902	578	A	035	\$ 50,426.42	\$ 8,740.58	\$ 104,886.96	\$ 52,970.13	\$ 9,181.49	\$ 110,177.88	\$ 55,591.44	\$ 9,635.85	\$ 115,630.20	\$ 58,397.85	\$ 10,122.30	\$ 121,467.60	\$ 61,413.34	\$ 10,644.98	\$ 127,739.76	\$ 62,924.01	\$ 10,906.83	\$ 130,881.96	\$ 64,416.80	\$ 11,165.58	\$ 133,986.96
WATER RESOURCE SPECIALIST	907	578	A	034	\$ 49,184.42	\$ 8,525.30	\$ 102,303.60	\$ 51,668.42	\$ 8,955.86	\$ 107,470.32	\$ 54,271.84	\$ 9,407.12	\$ 112,885.44	\$ 56,923.08	\$ 9,866.66	\$ 118,399.92	\$ 59,890.67	\$ 10,381.05	\$ 124,572.60	\$ 61,413.34	\$ 10,644.98	\$ 127,739.76	\$ 62,924.01	\$ 10,906.83	\$ 130,881.96
WATER SERVICE TECHNICIAN I	904	6	G	025	\$ 38,579.42	\$ 6,687.10	\$ 80,245.20	\$ 40,524.98	\$ 7,024.33	\$ 84,291.96	\$ 42,511.90	\$ 7,368.73	\$ 88,424.76	\$ 44,640.75	\$ 7,737.73	\$ 92,852.76	\$ 46,769.59	\$ 8,106.73	\$ 97,280.76	\$ 47,863.55	\$ 8,296.35	\$ 99,556.20	\$ 49,087.67	\$ 8,508.53	\$ 102,102.36
WATER SERVICE TECHNICIAN II	903	6	G	027	\$ 40,524.98	\$ 7,024.33	\$ 84,291.96	\$ 42,511.90	\$ 7,368.73	\$ 88,424.76	\$ 44,640.75	\$ 7,737.73	\$ 92,852.76	\$ 46,769.59	\$ 8,106.73	\$ 97,280.76	\$ 49,087.67	\$ 8,508.53	\$ 102,102.36	\$ 50,317.67	\$ 8,721.73	\$ 104,660.76	\$ 51,535.84	\$ 8,932.88	\$ 107,194.56
WATER/SEWER MAINT WORKER I	914	6	G	019	\$ 33,210.00	\$ 5,756.40	\$ 69,076.80	\$ 34,842.11	\$ 6,039.30	\$ 72,471.60	\$ 36,616.15	\$ 6,346.80	\$ 76,161.60	\$ 38,579.42	\$ 6,687.10	\$ 80,245.20	\$ 40,524.98	\$ 7,024.33	\$ 84,291.96	\$ 41,477.01	\$ 7,189.35	\$ 86,272.20	\$ 42,511.90	\$ 7,368.73	\$ 88,424.76
WATER/SEWER MAINT WORKER II	917	6	G	023	\$ 36,616.15	\$ 6,346.80	\$ 76,161.60	\$ 38,579.42	\$ 6,687.10	\$ 80,245.20	\$ 40,524.98	\$ 7,024.33	\$ 84,291.96	\$ 42,511.90	\$ 7,368.73	\$ 88,424.76	\$ 44,640.75	\$ 7,737.73	\$ 92,852.76	\$ 45,646.03	\$ 7,911.98	\$ 94,943.76	\$ 46,769.59	\$ 8,106.73	\$ 97,280.76

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/14/2021

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
ACCOUNTING DIVISION MANAGER	109	9	\$ 77.609365	\$ 13,452.29	\$ 161,427.48	\$ 100.434577	\$ 17,408.66	\$ 208,903.92
ASST BUILDING OFFICIAL	222	9	\$ 82.721827	\$ 14,338.45	\$ 172,061.40	\$ 107.060250	\$ 18,557.11	\$ 222,685.32
ASST CITY ATTORNEY	015	9	\$ 96.142038	\$ 16,664.62	\$ 199,975.44	\$ 124.423327	\$ 21,566.71	\$ 258,800.52
ASST CITY CLERK	010	9	\$ 64.303673	\$ 11,145.97	\$ 133,751.64	\$ 83.216192	\$ 14,424.14	\$ 173,089.68
ASST CITY LIBRARIAN	012	9	\$ 83.770846	\$ 14,520.28	\$ 174,243.36	\$ 108.410712	\$ 18,791.19	\$ 225,494.28
ASST CITY MANAGER	016	9	\$ 130.271308	\$ 22,580.36	\$ 270,964.32	\$ 168.578596	\$ 29,220.29	\$ 350,643.48
ASST DIR OF COMMUNITY DEV	038	9	\$ 94.684038	\$ 16,411.90	\$ 196,942.80	\$ 123.088962	\$ 21,335.42	\$ 256,025.04
ASST DIR OF ELECTRIC UTIL	021	9	\$ 113.493058	\$ 19,672.13	\$ 236,065.56	\$ 146.874750	\$ 25,458.29	\$ 305,499.48
ASST DIR OF FINANCE	022	9	\$ 90.324173	\$ 15,656.19	\$ 187,874.28	\$ 116.893327	\$ 20,261.51	\$ 243,138.12
ASST DIR OF HUMAN RESOURCES	018	9	\$ 90.324173	\$ 15,656.19	\$ 187,874.28	\$ 116.893327	\$ 20,261.51	\$ 243,138.12
ASST DIR OF PUB WORKS/CITY ENG	071	9	\$ 99.608596	\$ 17,265.49	\$ 207,185.88	\$ 128.908788	\$ 22,344.19	\$ 268,130.28
ASST DIR OF WATER & SEWER UTIL	014	9	\$ 89.401788	\$ 15,496.31	\$ 185,955.72	\$ 115.705615	\$ 20,055.64	\$ 240,667.68
ASST FIRE CHIEF	024	9B	\$ 130.548635	\$ 22,628.43	\$ 271,541.16	\$ 168.953885	\$ 29,285.34	\$ 351,424.08
ASST FIRE MARSHAL	026	9B	\$ 100.129788	\$ 17,355.83	\$ 208,269.96	\$ 129.579692	\$ 22,460.48	\$ 269,525.76
ASST POLICE CHIEF	027	9A	\$ 135.183519	\$ 23,431.81	\$ 281,181.72	\$ 174.940904	\$ 30,323.09	\$ 363,877.08
ASST TO THE CITY MANAGER	028	9	\$ 88.298481	\$ 15,305.07	\$ 183,660.84	\$ 114.264750	\$ 19,805.89	\$ 237,670.68
AUDIT MANAGER	201	9	\$ 74.715519	\$ 12,950.69	\$ 155,408.28	\$ 96.690635	\$ 16,759.71	\$ 201,116.52
BATTALION CHIEF	036	9B	\$ 107.875385	\$ 18,698.40	\$ 224,380.80	\$ 139.592654	\$ 24,196.06	\$ 290,352.72
BATTALION CHIEF 24 HRS	036S	9BS	\$ 73.385069	\$ 17,808.11	\$ 213,697.32	\$ 94.963599	\$ 23,044.50	\$ 276,534.00
BUDGET & TREASURY DIVISION MGR	113	9	\$ 77.609365	\$ 13,452.29	\$ 161,427.48	\$ 100.434577	\$ 17,408.66	\$ 208,903.92
BUILDING MAINTENANCE MANAGER	041	9	\$ 68.728846	\$ 11,913.00	\$ 142,956.00	\$ 88.943596	\$ 15,416.89	\$ 185,002.68
BUILDING OFFICIAL	042	9	\$ 90.999404	\$ 15,773.23	\$ 189,278.76	\$ 117.761481	\$ 20,411.99	\$ 244,943.88
CEMETERY OPERATIONS MANAGER	045	9	\$ 54.958962	\$ 9,526.22	\$ 114,314.64	\$ 71.122327	\$ 12,327.87	\$ 147,934.44
CHIEF ASST CITY ATTORNEY	037	9	\$ 110.563038	\$ 19,164.26	\$ 229,971.12	\$ 143.086846	\$ 24,801.72	\$ 297,620.64
CHIEF ELECTRIC UTILITY OFFICER	108	9	\$ 149.816827	\$ 25,968.25	\$ 311,619.00	\$ 193.875635	\$ 33,605.11	\$ 403,261.32
CHIEF OPERATING OFFICER	311	9	\$ 149.816827	\$ 25,968.25	\$ 311,619.00	\$ 193.875635	\$ 33,605.11	\$ 403,261.32
CITY ATTORNEY	060	Appointed				\$ 159.998077	\$ 27,733.00	\$ 332,796.00

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/14/2021

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
CITY CLERK	063	Elected				\$	1,500.00	\$ 18,000.00
CITY COUNCIL MEMBER	CNCL	Elected				\$	2,000.00	\$ 24,000.00
CITY LIBRARIAN	066	9	\$ 104.703000	\$ 18,148.52	\$ 217,782.24	\$ 135.498346	\$ 23,486.38	\$ 281,836.56
CITY MANAGER	069	Appointed				\$ 225.324000	\$ 39,056.16	\$ 468,673.92
COMMUNICATIONS & OUTREACH MGR	083	9	\$ 62.392558	\$ 10,814.71	\$ 129,776.52	\$ 80.738308	\$ 13,994.64	\$ 167,935.68
COMMUNICATIONS OPERATIONS MGR	068	9	\$ 70.700308	\$ 12,254.72	\$ 147,056.64	\$ 91.493769	\$ 15,858.92	\$ 190,307.04
COMPLIANCE MANAGER	081	9	\$ 63.375231	\$ 10,985.04	\$ 131,820.48	\$ 82.010423	\$ 14,215.14	\$ 170,581.68
CONTRACTS MANAGER	342	9	\$ 69.862269	\$ 12,109.46	\$ 145,313.52	\$ 90.402577	\$ 15,669.78	\$ 188,037.36
DEPUTY CITY ATTORNEY I	170	9	\$ 60.083481	\$ 10,414.47	\$ 124,973.64	\$ 77.754058	\$ 13,477.37	\$ 161,728.44
DEPUTY CITY ATTORNEY II	172	9	\$ 70.097423	\$ 12,150.22	\$ 145,802.64	\$ 90.716077	\$ 15,724.12	\$ 188,689.44
DEPUTY CITY CLERK	178	9	\$ 54.114923	\$ 9,379.92	\$ 112,559.04	\$ 70.037135	\$ 12,139.77	\$ 145,677.24
DEPUTY CITY MANAGER	079	9	\$ 97.130769	\$ 16,836.00	\$ 202,032.00	\$ 125.689385	\$ 21,786.16	\$ 261,433.92
DEPUTY FIRE CHIEF	080	9B	\$ 118.680000	\$ 20,571.20	\$ 246,854.40	\$ 153.595615	\$ 26,623.24	\$ 319,478.88
DEPUTY PARKS & REC DIRECTOR	175	9	\$ 78.489577	\$ 13,604.86	\$ 163,258.32	\$ 101.574000	\$ 17,606.16	\$ 211,273.92
DEPUTY PUBLIC WORKS DIRECTOR	176	9	\$ 78.628212	\$ 13,628.89	\$ 163,546.68	\$ 101.754865	\$ 17,637.51	\$ 211,650.12
DEVELOPMENT REVIEW OFFICER	144	9	\$ 76.065981	\$ 13,184.77	\$ 158,217.24	\$ 98.439000	\$ 17,062.76	\$ 204,753.12
DIRECTOR OF COMMUNITY DEVELOPM	090	9	\$ 115.108788	\$ 19,952.19	\$ 239,426.28	\$ 148.966788	\$ 25,820.91	\$ 309,850.92
DIRECTOR OF FINANCE	087	9	\$ 114.879692	\$ 19,912.48	\$ 238,949.76	\$ 148.665346	\$ 25,768.66	\$ 309,223.92
DIRECTOR OF HUMAN RESOURCES	088	9	\$ 105.902712	\$ 18,356.47	\$ 220,277.64	\$ 137.047731	\$ 23,754.94	\$ 285,059.28
DIRECTOR OF INF TECHNOLOGY/CIO	089	9	\$ 109.278865	\$ 18,941.67	\$ 227,300.04	\$ 141.424673	\$ 24,513.61	\$ 294,163.32
DIRECTOR OF PUBLIC WORKS	091	9	\$ 121.758577	\$ 21,104.82	\$ 253,257.84	\$ 157.569923	\$ 27,312.12	\$ 327,745.44
DIRECTOR OF WTR & SEWER UTILS	102	9	\$ 110.358058	\$ 19,128.73	\$ 229,544.76	\$ 142.811308	\$ 24,753.96	\$ 297,047.52
ELEC DIV MGR - ENGINEERING	104Q	9	\$ 93.790788	\$ 16,257.07	\$ 195,084.84	\$ 121.384788	\$ 21,040.03	\$ 252,480.36
ELEC DIV MGR - GENERATION	104R	9	\$ 93.790788	\$ 16,257.07	\$ 195,084.84	\$ 121.384788	\$ 21,040.03	\$ 252,480.36
ELEC DIV MGR - OPERATIONS	104P	9	\$ 93.790788	\$ 16,257.07	\$ 195,084.84	\$ 121.384788	\$ 21,040.03	\$ 252,480.36
ELEC DIV MGR - SUBSTATIONS	104M	9	\$ 93.790788	\$ 16,257.07	\$ 195,084.84	\$ 121.384788	\$ 21,040.03	\$ 252,480.36
ELEC DIV MGR - TRANSM, DISTRIB	104S	9	\$ 93.790788	\$ 16,257.07	\$ 195,084.84	\$ 121.384788	\$ 21,040.03	\$ 252,480.36

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/14/2021

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
ELEC DIV MGR-MKT A & P	107F	9	\$ 93.790788	\$ 16,257.07	\$ 195,084.84	\$ 121.384788	\$ 21,040.03	\$ 252,480.36
ELEC DIVISION MANAGER	104	9	\$ 93.790788	\$ 16,257.07	\$ 195,084.84	\$ 121.384788	\$ 21,040.03	\$ 252,480.36
ELEC PROGRAM MANAGER	424	9	\$ 81.564288	\$ 14,137.81	\$ 169,653.72	\$ 105.547038	\$ 18,294.82	\$ 219,537.84
ELEC UTIL CHIEF OPER OFFICER	116	9	\$ 124.845346	\$ 21,639.86	\$ 259,678.32	\$ 161.567077	\$ 28,004.96	\$ 336,059.52
ELEC UTIL RISK CONTROL ANALYST	697	9	\$ 73.045500	\$ 12,661.22	\$ 151,934.64	\$ 94.532308	\$ 16,385.60	\$ 196,627.20
EMERGENCY SERVICES COORDINATOR	106	9	\$ 61.337481	\$ 10,631.83	\$ 127,581.96	\$ 79.381846	\$ 13,759.52	\$ 165,114.24
ENVIRONMENTAL PROGRAMS MGR	461	9	\$ 63.375231	\$ 10,985.04	\$ 131,820.48	\$ 82.010423	\$ 14,215.14	\$ 170,581.68
EXECUTIVE ASSISTANT	187	9	\$ 53.301058	\$ 9,238.85	\$ 110,866.20	\$ 68.976058	\$ 11,955.85	\$ 143,470.20
FIELD FOREPERSON	114	9	\$ 76.759269	\$ 13,304.94	\$ 159,659.28	\$ 99.331269	\$ 17,217.42	\$ 206,609.04
FIRE CHIEF	117	9B	\$ 141.980308	\$ 24,609.92	\$ 295,319.04	\$ 183.729577	\$ 31,846.46	\$ 382,157.52
FIRE MARSHAL	120	9B	\$ 107.875385	\$ 18,698.40	\$ 224,380.80	\$ 139.592654	\$ 24,196.06	\$ 290,352.72
FLEET MANAGER	034	9	\$ 65.485327	\$ 11,350.79	\$ 136,209.48	\$ 84.741462	\$ 14,688.52	\$ 176,262.24
HOUSING & COMM SVC DIV MGR	075	9	\$ 78.694558	\$ 13,640.39	\$ 163,684.68	\$ 101.845327	\$ 17,653.19	\$ 211,838.28
HOUSING DEVELOPMENT OFFICER	749	9	\$ 61.801731	\$ 10,712.30	\$ 128,547.60	\$ 79.978673	\$ 13,862.97	\$ 166,355.64
HUMAN RESOURCES DIV MGR	139	9	\$ 77.609365	\$ 13,452.29	\$ 161,427.48	\$ 100.434577	\$ 17,408.66	\$ 208,903.92
INFORMATION TECHNOLOGY SVC MGR	112	9	\$ 72.840519	\$ 12,625.69	\$ 151,508.28	\$ 94.254981	\$ 16,337.53	\$ 196,050.36
INSPECTION MANAGER	134	9	\$ 77.946981	\$ 13,510.81	\$ 162,129.72	\$ 100.880712	\$ 17,485.99	\$ 209,831.88
LEGAL EXECUTIVE ASSISTANT	185	9	\$ 53.301058	\$ 9,238.85	\$ 110,866.20	\$ 68.976058	\$ 11,955.85	\$ 143,470.20
LIBRARY DIV MGR -SUPPORT SVCS	127G	9	\$ 65.437096	\$ 11,342.43	\$ 136,109.16	\$ 84.693231	\$ 14,680.16	\$ 176,161.92
MANAGEMENT ANALYST	008	9	\$ 54.114923	\$ 9,379.92	\$ 112,559.04	\$ 70.037135	\$ 12,139.77	\$ 145,677.24
MAYOR	MAYOR	Elected					\$ 2,500.00	\$ 30,000.00
MUNICIPAL SERVICES DIV MGR	110	9	\$ 77.609365	\$ 13,452.29	\$ 161,427.48	\$ 100.434577	\$ 17,408.66	\$ 208,903.92
PARK MAINT & OPERATIONS SUPERV	131	9	\$ 64.683519	\$ 11,211.81	\$ 134,541.72	\$ 83.698500	\$ 14,507.74	\$ 174,092.88
PARKS & RECREATION DIRECTOR	132	9	\$ 106.704577	\$ 18,495.46	\$ 221,945.52	\$ 138.078692	\$ 23,933.64	\$ 287,203.68
PARKS CONST, MTC & REPAIR MGR	130	9	\$ 64.683519	\$ 11,211.81	\$ 134,541.72	\$ 83.698500	\$ 14,507.74	\$ 174,092.88
PERFORMANCE AUDITOR I	203	9	\$ 45.095769	\$ 7,816.60	\$ 93,799.20	\$ 58.364250	\$ 10,116.47	\$ 121,397.64
PERFORMANCE AUDITOR II	204	9	\$ 54.114923	\$ 9,379.92	\$ 112,559.04	\$ 70.037135	\$ 12,139.77	\$ 145,677.24

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/14/2021

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
PLAN REVIEW MANAGER	629	9	\$ 78.784962	\$ 13,656.06	\$ 163,872.72	\$ 101.947788	\$ 17,670.95	\$ 212,051.40
PLANNING MANAGER	072	9	\$ 82.161115	\$ 14,241.26	\$ 170,895.12	\$ 106.324731	\$ 18,429.62	\$ 221,155.44
POLICE CAPTAIN	138	9A	\$ 128.757923	\$ 22,318.04	\$ 267,816.48	\$ 166.622942	\$ 28,881.31	\$ 346,575.72
POLICE CHIEF	141	Elected				\$ 150.813462	\$ 26,141.00	\$ 313,692.00
POLICE RECORDS MANAGER	647	9	\$ 55.742712	\$ 9,662.07	\$ 115,944.84	\$ 72.141173	\$ 12,504.47	\$ 150,053.64
POWER SYSTEM SCHEDULER/TRADER	674	9	\$ 69.952731	\$ 12,125.14	\$ 145,501.68	\$ 90.529154	\$ 15,691.72	\$ 188,300.64
POWER TRADER	673	9	\$ 89.401788	\$ 15,496.31	\$ 185,955.72	\$ 115.705615	\$ 20,055.64	\$ 240,667.68
PRINCIPAL ACCOUNTANT	148	9	\$ 69.862269	\$ 12,109.46	\$ 145,313.52	\$ 90.402577	\$ 15,669.78	\$ 188,037.36
PRINCIPAL ELECTRIC UTILITY ENG	145	9	\$ 89.335442	\$ 15,484.81	\$ 185,817.72	\$ 115.609154	\$ 20,038.92	\$ 240,467.04
PRINCIPAL ENG - WATER & SEWER	142W	9	\$ 86.622462	\$ 15,014.56	\$ 180,174.72	\$ 112.100365	\$ 19,430.73	\$ 233,168.76
PRINCIPAL ENG/CITY SURVEYOR	140	9	\$ 90.953712	\$ 15,765.31	\$ 189,183.72	\$ 117.707192	\$ 20,402.58	\$ 244,830.96
PRINCIPAL ENGINEER	142	9	\$ 86.622462	\$ 15,014.56	\$ 180,174.72	\$ 112.100365	\$ 19,430.73	\$ 233,168.76
PRINCIPAL FINANCIAL ANALYST	149	9	\$ 69.862269	\$ 12,109.46	\$ 145,313.52	\$ 90.402577	\$ 15,669.78	\$ 188,037.36
PRINCIPAL PLANNER	143	9	\$ 69.862269	\$ 12,109.46	\$ 145,313.52	\$ 90.402577	\$ 15,669.78	\$ 188,037.36
PRINCIPAL POWER ANALYST	154	9	\$ 69.862269	\$ 12,109.46	\$ 145,313.52	\$ 90.402577	\$ 15,669.78	\$ 188,037.36
PRINCIPAL UTIL INFO SYSTEM MGR	146	9	\$ 89.401788	\$ 15,496.31	\$ 185,955.72	\$ 115.705615	\$ 20,055.64	\$ 240,667.68
PUBLIC INFORMATION OFFICER	077	9	\$ 84.904269	\$ 14,716.74	\$ 176,600.88	\$ 109.869692	\$ 19,044.08	\$ 228,528.96
PUBLIC RECORDS MANAGER	082	9	\$ 54.114923	\$ 9,379.92	\$ 112,559.04	\$ 70.037135	\$ 12,139.77	\$ 145,677.24
PURCHASING DIVISION MANAGER	147	9	\$ 74.715519	\$ 12,950.69	\$ 155,408.28	\$ 96.690635	\$ 16,759.71	\$ 201,116.52
RECREATION MANAGER	150	9	\$ 70.525442	\$ 12,224.41	\$ 146,692.92	\$ 91.264673	\$ 15,819.21	\$ 189,830.52
RISK MANAGER	700	9	\$ 74.715519	\$ 12,950.69	\$ 155,408.28	\$ 96.690635	\$ 16,759.71	\$ 201,116.52
SR DEPUTY CITY ATTORNEY	161	9	\$ 74.510538	\$ 12,915.16	\$ 154,981.92	\$ 96.431423	\$ 16,714.78	\$ 200,577.36
SR ELEC DIV MGR	173	9	\$ 103.165615	\$ 17,882.04	\$ 214,584.48	\$ 133.520885	\$ 23,143.62	\$ 277,723.44
SR ELEC DIV MGR-MKT A&P	174A	9	\$ 103.165615	\$ 17,882.04	\$ 214,584.48	\$ 133.520885	\$ 23,143.62	\$ 277,723.44
SR INFORMATION TECH SVCS MGR	743	9	\$ 79.815923	\$ 13,834.76	\$ 166,017.12	\$ 103.292250	\$ 17,903.99	\$ 214,847.88
SR MANAGEMENT ANALYST	742	9	\$ 59.526288	\$ 10,317.89	\$ 123,814.68	\$ 77.040635	\$ 13,353.71	\$ 160,244.52
SR PERFORMANCE AUDITOR	202	9	\$ 63.375231	\$ 10,985.04	\$ 131,820.48	\$ 82.010423	\$ 14,215.14	\$ 170,581.68

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/14/2021

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
SR POWER SYSTEM SCHEDLR/TRADEF 772	9	9	\$ 75.185769	\$ 13,032.20	\$ 156,386.40	\$ 97.305577	\$ 16,866.30	\$ 202,395.60
STREET SUPERINTENDENT	159	9	\$ 71.478000	\$ 12,389.52	\$ 148,674.24	\$ 92.506615	\$ 16,034.48	\$ 192,413.76
TRANSPORTATION MANAGER	171	9	\$ 87.412269	\$ 15,151.46	\$ 181,817.52	\$ 113.125269	\$ 19,608.38	\$ 235,300.56
UTILITY BUSINESS SYSTEMS MGR	898	9	\$ 69.747750	\$ 12,089.61	\$ 145,075.32	\$ 90.257885	\$ 15,644.70	\$ 187,736.40
UTILITY OPERATIONS ENGINEER	155	9	\$ 73.630327	\$ 12,762.59	\$ 153,151.08	\$ 95.279885	\$ 16,515.18	\$ 198,182.16
WATER & SEWER OPERATIONS MGR	180	9	\$ 72.370269	\$ 12,544.18	\$ 150,530.16	\$ 93.664154	\$ 16,235.12	\$ 194,821.44
WATER & SEWER SUPERINTENDENT	029	9	\$ 65.437096	\$ 11,342.43	\$ 136,109.16	\$ 84.693231	\$ 14,680.16	\$ 176,161.92
WEB & DIGITAL MEDIA MANAGER	073	9	\$ 62.392558	\$ 10,814.71	\$ 129,776.52	\$ 80.738308	\$ 13,994.64	\$ 167,935.68

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT THE AMENDED CLASSIFIED AND UNCLASSIFIED
SALARY PLANS FOR VARIOUS POSITIONS WITH AN
APPROVAL DATE OF DECEMBER 26, 2021**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have pay scheduled approved and adopted by the City Council; and indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Classified and Unclassified Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, with an approval date of December 14, 2021.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the Amended Classified and Unclassified Salary Plans for various City of Santa Clara classified and unclassified positions.

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2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedule for various classified positions shall be effective December 26, 2021 and adopted with an approval date of December 14, 2021.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:
NOES: COUNCILORS:
ABSENT: COUNCILORS:
ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Classified Salary Plan (effective 12-26-2021) approved 12-14-2021
2. Unclassified Salary Plan (effective 12-26-2021) approved 12-14-2021



Date: August 22, 2017

To: City Manager for Council Action

From: Mayor

Subject: Approval of Employment Agreement by and between the City of Santa Clara and the Candidate for the position of City Manager.

EXECUTIVE SUMMARY

The City of Santa Clara began a recruitment process for the City Manager position, which included a nationwide search and collecting community input on the qualities of our next City Manager. The City Council interviewed a number of qualified candidates. Upon completion of this process the City Council is now recommending appointing Candidate as City Manager.

On August 1, 2017, the Mayor and City Councilmembers met during a Closed Session meeting, and recommended that the City Council appoint the Candidate to the position of City Manager at an annual salary of \$372,886.00. The Employment Agreement spells out the terms and conditions of employment, which will be circulated to all Councilmembers and available to the public. The summary below provides highlights of the wages and benefits contained within the Employment Agreement.

The Candidate will receive all the terms and conditions as outlined in the Unclassified Management Employees' Unit 9 Memorandum of Understanding (December 20, 2015 – December 16, 2017). In addition, the Candidate will receive family health/medical, dental and vision coverage and the premiums will be covered by the City. The City will purchase a standard life insurance plan of \$500,000 with the Employee's option to purchase additional life insurance through the City's plan. The City shall provide Long Term Disability Insurance and ensure the monthly maximum benefit for the City Manager will be 66.6% of Employee's salary. The City shall provide a Housing Allowance of \$3,750 monthly and an Auto Allowance of \$550 monthly. The Candidate will accrue vacation at the annual and maximum accrual rate assuming twenty-one years' of completed service as of the date the employment commences. A vacation bank of 160 hours will be provided. Additionally, a management leave bank of 200 hours will be provided, unused management leave does not carry over from year to year and 200 hours will be credited each January 1st. The Candidate can cash out 160 hours of management leave on an annual basis. A sick leave bank of 120 hours will also be provided. The City will contribute towards a 457 Deferred Compensation Plan, the annually adjusted maximum contribution limit (for 2017 is up to \$18,000), and the amount will be automatically adjusted each year to the maximum limit in accordance with the IRS Deferred Compensation laws. The City will also contribute 5% of Employee's wage to a 401(a) account and the value of the contribution will be automatically adjusted from wage increases resulting from cost of living adjustments or merit pay to maintain a 5% contribution level; and the City will provide a severance benefit not to exceed twelve (12) month's salary including family medical benefits.

Subject: Approval of Employment Agreement by and between the City of Santa Clara and the Candidate for the position of City Manager.

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ADVANTAGES AND DISADVANTAGES OF ISSUE

An approved Employment Agreement for City Manager is necessary to set forth the salary and benefits agreed upon by the parties. There are no disadvantages.

ECONOMIC/FISCAL IMPACT

The salary for this position will increase approximately \$56,110.00 per year and employer paid benefits for this position will increase approximately \$112,408 per year. The amount required for this year to balance the budget for the remaining nine months is \$126,388.00.

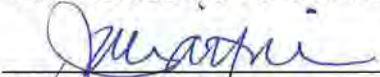
RECOMMENDATION

That the Council approve and authorize the Mayor to execute the Employment Agreement between the City of Santa Clara and the Candidate for City Manager which sets the salary and terms and conditions of employment pursuant to the recommendation of the Mayor and City Councilmembers; to amend the 2017/2018 budget and add \$126,388.00 to the City Manager's Office Salary and Benefits budget; and direct the Candidate to begin on a mutually agreed upon start date in October 2017.



Lisa M. Gillmor
Mayor

APPROVED AS TO CONTENT:



Elizabeth C. Brown
Director of Human Resources

Documents Related to this Report:

- 1) *Employment Agreement*

**EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
DEANNA J. SANTANA**

This EMPLOYMENT AGREEMENT is made by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Deanna J. Santana ("Employee") as of August 22, 2017.

RECITALS

This Agreement is entered into on the basis of the following facts, among others:

- A. City, acting with the approval of its duly elected City Council, desires to appoint and employ Deanna J. Santana as its City Manager subject to the terms and conditions set forth in this Agreement, the Santa Clara City Code and the Charter of the City of Santa Clara (the "Charter").
- B. The Charter provides, among other things, that the City Manager shall be appointed by, and serve at the pleasure of the City Council.
- C. Employee desires to be employed by the City as its City Manager, subject to the terms and conditions set forth in this Agreement, the Santa Clara City Code and the Charter.
- D. City and Employee desire to establish specific terms and conditions relating to compensation, including salary and benefits, performance evaluations and related matters.

AGREEMENT PROVISIONS

BASED UPON THE FOREGOING, CITY AND EMPLOYEE AGREE AS FOLLOWS:

- 1. Employment. City Council appoints and employs Employee as City Manager with the City of Santa Clara and Employee accepts the appointment and employment. Employee acknowledges and agrees that as City Manager, Employee serves in an at-will capacity, with no expectation of continued employment, and with no right to pre-or-post-separation due process or appeal except as otherwise required by Charter Section 806. Such appointment and employment shall be effective on 10-2, 2017.
- 2. Duties of the City Manager. Employee shall perform the duties established for the City Manager by the Charter, Santa Clara City Code, City Council and any applicable law, ordinance, resolution or regulation.
 - 2.1 Full Energy and Skill. Employee shall devote her full energy, skill, ability, and productive time to the performance of the "Duties of the City Manager" referenced herein.
 - 2.2 Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of

the "Duties of the City Manager" described herein. Employee acknowledges that she is subject to the various conflict of interest requirements found in the California Government Code and other applicable state and local policies and regulations concerning conflicts of interest.

- 2.3 Code of Ethics and Values. Employee shall adhere to the City of Santa Clara's Code of Ethics and Values, a copy of which is attached as *Exhibit A* and incorporated herein.
- 2.4 Permission Required For Outside Activities. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written consent of the City Council. City Council expressly acknowledges that Employee is a Board Member of ICMA-RC and that she is expressly authorized by the City Council to travel for ICMA-RC business at ICMA-RC expense and to maintain her role as a Board Member without further City Council action being required.
- 2.5 Professional Activities. During Employee's appointment as City Manager, she is expressly authorized to participate in professional activities, including but not limited to meetings, conferences and other events conducted or sponsored by any professional organizations related to the work responsibilities identified in Section 2.6, e.g., of Silicon Valley Power, the Stadium Authority, the League of California Cities, National League of Cities, ICMA, California City Management Foundation, and the Urban Land Institute provided that her ability to perform the "Duties of the City Manager" described herein is not compromised. Employee shall be paid regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances in accordance with City policy applicable to other Council-appointed officers. Subject to annual appropriation and any limitations in the City travel policy attached hereto as Exhibit D (Policy Conference and Business Travel Expense Reimbursement). Employee is entitled to reimbursement for the actual costs of the following expense categories that she incurs as a result of the Professional Activities authorized in this section: membership fees, airfare, rental car (if necessary), conference fees and lodging, in accordance with the City's policy. Employee shall inform the City Council in advance of absences of more than one day related to such Professional Activities.
- 2.6 Employee shall also serve as Contract Administrator for the Sports & Open Space Authority, Executive Director for the Housing Authority, Executive Director for the Stadium Authority, Staff Chair for the Economic Development Team, Executive Director for the Bayshore North Project Enhancement Authority and Executive Director for the Successor Agency to the Redevelopment Agency.

3. Compensation. While performing the duties of City Manager, Employee shall be compensated as provided in this section.

- 3.1 Salary. Employee shall receive an annual salary of Three Hundred Seventy-two Thousand Eight Hundred Eighty-six Dollars (\$372,886), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment. City and

Employee agree that the amount of her annual salary shall not decrease, except as part of a decrease that is applicable to either all Council-appointed officers, (the City Attorney and City Auditor) or is applicable to all City Miscellaneous Unclassified Management Employees in Unit 9. Such decrease shall be effective when approved by the City Council.

- 3.2 Adjustments. Periodically, the City Council shall meet with Employee for the express purpose of determining any appropriate salary adjustment, but the ultimate decision in regard to the timing and the amount of any adjustment is within the sole discretion of the City Council.

Although the position of City Manager is not in Unit 9, Employee shall be subject to all cost of living adjustments to salary and benefits for City Miscellaneous Unclassified Management Employees in Unit 9.

- 3.3 Regular Benefits and Allowances. Employee shall be entitled to pension benefits at CalPERS Classic 2.7% at 55. Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the Miscellaneous Unclassified Employees Memorandum of Understanding for Unit 9, and any future amendments thereto or successor Memoranda of Understanding governing the same benefits. A copy of the Miscellaneous Unclassified Employees Unit 9 Memorandum of Understanding is attached as *Exhibit B* and incorporated herein.

- 3.4 Additional Benefits. Health/Medical, Dental and Vision. 100% of costs for health/medical, dental, and vision are to be covered by the City of Santa Clara for full family coverage, employee plus spouse and two children. Employee shall not be eligible for health *in lieu* payments.

Standard Life Insurance. City will purchase a standard life insurance plan of \$500,000. Employee agrees there will be an imputed income tax added to Employee's W-2. The Employee has the option to purchase additional life insurance through the City's plan.

Long Term Disability (LTD) Benefit. The City shall provide a Long Term Disability (LTD) benefit to Employee at a benefit coverage level of 66.7% of salary, with all other benefit coverage in accordance with the terms and conditions of the LTD benefit provided to members of Unit 9. If the LTD insurance coverage for Unit 9 members contains a maximum benefit level of less than 66.67%, City shall supplement the Unit 9 benefit Employee receives with the amount required to bring the benefit level to 66.67% of Employee's base monthly earnings on the same terms and conditions for coverage as provided in the Unit 9 coverage.

- 3.5 Monthly Housing Allowance. It is understood that as a result of taking employment with City, Employee must either refinance her existing home loan, or purchase a new residence, with financing available at market rates, which will result in an increased housing expense for Employee. The City shall provide Employee with a monthly Housing Allowance in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750) to be used by Employee for housing no more than 20 miles from Santa Clara City Hall through the duration of

Employee's employment. Employee bears all tax-related expenses for receipt of the Housing Allowance, property tax increases, and any other related costs associated with market rate financing. Employee shall advise the City if Employee is able to receive competitive market rate financing where the total of the net post-tax value of the Housing Allowance and the value of her existing mortgage exceeds the new monthly mortgage. Upon such notification, the City and Employee will reduce the Housing Allowance accordingly. If Employee is unable to obtain new financing within the monthly Housing Allowance value, Employee will absorb all additional expenditures above the post-tax value of the housing allowance. If at any time during the term of employment, Employee alters financing in any manner such that the outcome of the Housing Allowance calculation described above is altered, then Employee will notify City, and City and Employee will reduce the Housing Allowance accordingly. In no event will any housing allowance negotiated at any time during the term of this Agreement exceed \$3,750 per month.

- 3.6 Vacation Accrual & Leaves. Notwithstanding Section 3.3, Employee's annual accrual and maximum accrual of vacation shall assume she has twenty-one years' of completed service as of the date she commences employment (e.g., 192 hours/year). In addition, effective the first day of employment, Employee will have (1) a vacation bank of 160 hours and (2) a management leave bank of 200 hours and (3) and a sick leave bank of 120 hours. In addition, employee shall be entitled to annual Management Leave of 200 hours. Employee shall also be allowed to exchange 160 hours of Management Leave for cash value each calendar year including 2017, subject to the IRS "Constructive Receipt" requirements.
- 3.7 Auto Allowance. Employee shall be entitled to an automobile allowance in the amount of \$550.00 monthly.
- 3.8 Deferred Compensation. Employee will participate in ICMA-RC for deferred compensation programs. The Employee shall be entitled to participate in ICMA-RC, or any other deferred compensation plan, in accordance with standard City policy for all employees, and additionally as follows:

(a) *457 Account* – The City will contribute the annually adjusted maximum contribution limit and it will be automatically adjusted each year to the maximum level. For calendar year 2017, the maximum value is \$18,000 and contribution value will be prorated to offset the contributions of current employer, but to achieve the maximum value.

(b) *401(a) Account* – The City will contribute 5% of Employee's salary as set forth in 3.1 above to a 401(a) account and the value of contribution will be automatically adjusted to comport with salary increases resulting from cost of living adjustments or performance pay to maintain a 5% contribution level.

4. Performance Appraisal. The City Council shall formally review and evaluate Employee's performance by December of each year. Such review and evaluation shall be in accordance with the specific criteria developed by the City Council in consultation with a professional facilitator to be selected by mutual collaboration between City Council and Employee which collaboration shall also establish a mutually agreed upon evaluation process.

5. Additional Expenses of Employment. City shall pay the following usual and customary employment expenses:

5.1 The costs of any fidelity or other bonds required by law for Employee.

6. Termination, Resignation and Severance Pay. Employee understands and agrees that she has no constitutionally protected property or other interest in continued employment as City Manager. Employee understands that notwithstanding any other applicable laws, resolutions and policies, she has no right to pre-or post-disciplinary due process. Employee further understands and agrees that she works at the will and pleasure of the City Council and that she may be terminated at any time, with or without cause, in accordance with Charter Section 806 except as provided in Sec. 6.1 below. Employee may terminate this agreement by voluntary resignation upon sixty (60) calendar days' written notice to the City Council in accordance with Sec. 6.5, below. In the event that the City Council terminates Employee's employment as City Manager for no reason or for any reason other than as set forth in Subsection 6.3 below and Employee agrees to sign and deliver to the City Council a general and full release of all claims with the provisions contained in Exhibit C (Severance and Release Agreement) attached hereto and any other applicable provisions as negotiated and agreed by the parties, and Employee does deliver said release, Employee shall receive severance pay in accordance with Sec. 6.2, below.

6.1 City Council shall take no action to terminate Employee's services within Ninety (90) days after the seating of a new member following any election at which one or more new members are elected to the City Council. There is no express or implied promise made to the Employee for any form of continued employment. Employee shall have no right to a termination hearing other than that provided for in Charter Section 806. City and Employee acknowledge that an excellent City Council-City Manager relationship is in the best interest of the City and accordingly each agree to use best efforts to foster City Council-City Manager communications.

6.2 If the City Council terminates Employee while employee is still willing and able to perform the duties of City Manager, the City Council agrees to pay Employee by either (a) a single lump sum payment made on the effective day of termination, of an amount calculated as follows: twelve (12) months aggregate total compensation and an amount equivalent to twelve (12) months aggregate benefits as specified in Sec. 3, supra; or (b) allow her to continue to receive her usual compensation and benefits specified in Sec. 3, supra, through payroll for twelve (12) months, whichever is preferable to the Employee. Any such payments will release City from any further obligations under this Agreement. Contemporaneously with the delivery of the lump-sum separation pay, or first installment through payroll, herein above set out, Employee agrees to execute and deliver to City the standard release of any claims against the City except those prohibited from release under California or federal law, a copy of which is attached hereto as Exhibit C.

6.3 Notwithstanding Subsection 6.2 above, City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Subsection 6.2 if Employee is terminated pursuant to Charter Section 806 because of:

(a) Conviction of or a plea of nolo contendere to a felony or a misdemeanor involving moral turpitude;

(b) Use of non-prescription drugs or alcohol that materially affects the performance of the City Manager's duties; or

(c) Willful abandonment of duties (unexcused absence for three or more consecutive days) or repeated and protracted unexcused absences from the City Manager's office and duties.

6.4 City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Subsection 6.2 in the event Employee retires or voluntarily resigns in writing prior to termination without affirmative action by City to terminate, initiate termination proceedings or request Employee's resignation.

6.5 In the event Employee voluntarily and without the official request of City retires or resigns her position, Employee shall provide written notice to City at least two (2) months in advance of the Employee's final date of employment unless the parties agree otherwise. Such resignation shall not be deemed a termination that triggers payment of Severance benefits described in Subsection 6.2.

7. Miscellaneous.

7.1 Indemnity. In accordance with and to the extent provided by the California Tort Claims Act (Government Code Secs. 825, et seq.) and Government Code Secs. 995-996.5, the City shall defend and indemnify Employee against and for all losses sustained by the Employee in direct consequence of the discharge of the Employee's duties on the City's behalf for the period of the Employee's employment. This section shall be equally applicable to each City related entity as though set forth in an indemnity agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related entity and shall indemnify and hold the Employee harmless against any failure or refusal by the City related entity to perform its obligations under this Section. Further, if the City provides funds for legal criminal defense pursuant to this subsection and the terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Secs. 53243-53243.4.

7.2 Notices. Notices given under this Agreement shall be in writing and shall be either:

(a) served personally; or

(b) sent by facsimile (provided a hard copy is mailed within one (1) business day); or

(c) delivered by first class United States mail, certified, with postage prepaid and a return receipt requested; or

(d) sent by Federal Express, or some equivalent private mail delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

For City: Attention: Mayor
 City of Santa Clara
 1500 Warburton Avenue
 Santa Clara, CA 95050

For Employee: Deanna J. Santana
 


- 7.3 Recitals/Entire Agreement/Amendment. The foregoing Recitals are true and correct and are a part of this Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties and attached hereto.
- 7.4 Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.
- 7.5 Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.
- 7.6 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.
- 7.7 Representation by Counsel. Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.
- 7.8 Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents or any such section or subsection.

The Parties acknowledge and accept the terms and conditions of this Employment Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent

of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



BRIAN DOYLE
Interim City Attorney

By: 

LISA M. GILLMOR
Mayor

ATTEST:



FDR ROD DIRIDON, JR.
City Clerk

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2250
FAX: (408) 249-7846

By: 

Deanna J. Santana
Employee

Attachments incorporated by reference:

Exhibit A – City of Santa Clara’s Code of Ethics and Values

Exhibit B – Miscellaneous Unclassified Employees Unit 9 Memorandum of Understanding

Exhibit C - Severance and Release Agreement

Exhibit D – Policy--Conference and Business Travel Expense Reimbursement)



Exhibit A



City of Santa Clara, CA Code of Ethics and Values

PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. As a Representative of the City of Santa Clara, I will be *ethical*.

In practice, this value looks like:

- a.) I am trustworthy, acting with the utmost integrity and moral courage.
- b.) I am truthful, do what I say I will do, and am dependable.
- c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.
- d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
- f.) I show respect for persons, confidences, and information designated as "confidential."
- g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. As a Representative of the City of Santa Clara, I will be *professional*.

In practice, this value looks like:

- a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- b.) I approach my job and work-related relationships with a positive attitude.
- c.) I keep my professional knowledge and skills current and growing.

3. As a Representative of the City of Santa Clara, I will be *service-oriented*.

In practice, this value looks like:

- a.) I provide friendly, receptive, courteous service to everyone.
- b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.
- c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. As a Representative of the City of Santa Clara, I will be *fiscally responsible*

In practice, this value looks like:

- a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
- b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. As a Representative of the City of Santa Clara, I will be *organized*.

In practice, this value looks like:

- a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- c.) I am respectful of established City processes and guidelines.

6. As a Representative of the City of Santa Clara, I will be *communicative*.

In practice, this value looks like:

- a.) I convey the City's care for and commitment to its citizens.
- b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. As a Representative of the City of Santa Clara, I will be *collaborative*.

In practice, this value looks like:

- a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b.) I work towards consensus building and gain value from diverse opinions.
- c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. As a Representative of the City of Santa Clara, I will be *progressive*.

In practice, this value looks like:

- a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
- b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
- c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

Exhibit B

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

**MISCELLANEOUS UNCLASSIFIED
MANAGEMENT EMPLOYEES
UNIT 9**



DECEMBER 20, 2015 – DECEMBER 16, 2017

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT # 9
DECEMBER 20, 2015 – DECEMBER 16, 2017

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT # 9
DECEMBER 20, 2015 – DECEMBER 16, 2017

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding constitutes the results of discussions between designated representatives of the City Management Staff (City) and the Miscellaneous Unclassified Management Employees of the City of Santa Clara (Unit 9) on all matters within the scope of representation. The term of this Agreement shall be from December 20, 2015 through December 16, 2017.

1. WAGE ADJUSTMENTS

Effective December 20, 2015 (and retroactive with respect to base wages for persons employed by the City when the City Council approved this MOU), a 4.5% wage increase. Effective the first full pay period of the 12/16 – 12/17 MOU year, a further 4.0% wage increase.

2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula with "highest single year" effective December 17, 2006 for "Classic" or "Legacy" employees as defined by CalPERS and the Public Employees' Pension Reform Act of 2013 (PEPRA) and the 2.0% at 62 with "highest three year average" for "New Members" as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The employee's CalPERS retirement contribution will continue to be treated as tax deferred.

3. APPLICATION OF MOU TO REIMBURSED SERVICES

The terms of this Memorandum of Understanding shall not apply to Unclassified Management Employees when such employees are providing their services to another agency that is reimbursing the City of Santa Clara for salary and fringe benefits of such employees. Such arrangements shall be mutually agreed upon between the employee and the City.

4. HOLIDAYS

Employees shall be provided 13 annual paid holidays (computed on the eight hour per day pay rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

Additionally, the City will observe four additional non-permanent paid holidays on 12/28/15, 12/29/15, 12/30/15 and 12/31/15 in the 12/15 – 12/16 MOU year and on 12/27/16, 12/28/16, 12/29/16 and 12/30/16 in the 12/16 – 12/17 MOU year. These non-permanent paid holidays would be only for these MOU

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

years, and this provision will sunset and expire on the last day of the 12/16 – 12/17 MOU year. Employees whose jobs require them to work on these days would receive banked paid days off instead (8 hours per holiday), which hours may be used during the applicable MOU year with the approval of the applicable supervisor/manager.

5. JOB SECURITY

Represented members will be compensated at the rate of forty (40) hours salary per year of service to a maximum of six hundred and forty (640) hours should they be terminated from employment for reasons other than cause as defined under Section 6.4 of the Civil Service Rules and Regulations.

6. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

- A. Vacation may not be taken during the first 6 months of regular employment.
- B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.
- C. Accrued vacation time will be paid off regardless of term of employment.
- D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED	ANNUAL	MAXIMUM
YEARS OF SERVICE	ACCRUAL	ACCRUAL
1 through 4	80 hours	400 hours
5 through 9	120 hours	400 hours
10 through 15 years	168 hours	400 hours
16 through 20	176 hours	400 hours
21 years +	192 hours	400 hours

As a one-time exception, employees that otherwise would “lose” accrued vacation hours because their total accrued vacation hours exceeded 400 hours as of the end of the pay period which included 12/31/15 will be allowed to “carry-over” their entire balance, including accrued vacation hours in excess of 400 hours into 2016. Thereafter, the existing MOU rules regarding the year-end maximum for vacation accruals shall apply.

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

- E. Employees are limited to the maximum accrual of vacation as defined. Employees may temporarily exceed the allowed maximum vacation accrual, subject to the vacation balance as of the end of the pay period which includes December 31st of each year being reduced to the maximum allowable accrual. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

Vacation that is temporarily allowed to exceed the maximum allowable accrual and is removed from the vacation balance as of the end of the pay period, which included December 31st of each year, may be donated to the Emergency Paid Leave Fund at the direction of the employee.

- F. Vacation may be used in one-tenth (1/10th) hour increments.
- G. Employees who begin work prior to July 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.
- H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation.
- I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

7. MEDICAL/DENTAL/VISION INSURANCE PREMIUMS

A. Medical

Effective retroactive to January 1, 2016, the City will pay toward health premiums for those employees enrolled in a City health plan an amount equal to \$200 more than the Kaiser employee rate. For employees that show proof of health care coverage, the City will provide a flat dollar cash-in-lieu benefit of \$946.86 per month. Employees covered by a City health plan whose premium amount is less than \$946.86 shall be paid the difference between the amount of their applicable premium and \$946.86.

B. Dental

Effective retroactive to January 1, 2016, the City will pay toward dental insurance premiums an amount equal to the lowest cost employee only premium amount among the dental plans offered by the City.

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

C. Vision

For persons enrolled in the City's VSP vision plan as of January 1, 2016, the City will pay retroactively to January 1, 2016 toward vision insurance premiums an amount equal to the lowest cost employee only vision premium. For persons not enrolled in the City's VSP vision plan as of January 1, 2016 but who subsequently enroll, the City will pay toward vision insurance premiums an amount equal to the lowest cost employee only vision premium effective the 1st day of the second calendar month following open enrollment.

8. LONG TERM DISABILITY

The City will continue to pay the cost of a long term disability insurance program. The LTD plan will have a maximum 30 day waiting period and the maximum monthly benefit will include those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement.

9. LIFE INSURANCE

The City will pay the required premium for life insurance for represented employees in the amount of \$50,000.

10. AUTOMOBILE ALLOWANCE

As an alternative to IRS mileage reimbursement or use of a City vehicle, an automobile allowance program will be available to represented employees as follows:

- A. Department Heads including Assistant City Manager, Deputy City Manager and Deputy Director Redevelopment Agency/Sports & Open Space Authority (Executive Management) shall be entitled to a base monthly automobile allowance of \$320 for use of their personal vehicles to conduct City business. Executive Management employees may be eligible to receive an additional amount up to a maximum of \$200 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.
- B. Assistant Department Heads and Division Managers shall be entitled to a base monthly automobile allowance of \$200 for use of their personal vehicles to conduct City business. Assistant Department Heads and Division Managers may be eligible to receive an additional amount up to a maximum of \$300 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.
- C. Upon request of the employee, prior to the beginning of each fiscal year, the City Manager or his/her designee will determine whether or not it is appropriate for a manager to receive an amount above the base monthly allowance. The determination will be made based on the requirements for

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

use of the personal vehicles for City business and may require detailed driving information in order to grant an amount above the base monthly amount. This rate adjustment will become effective at the beginning of each fiscal year and will remain in effect for the full year unless there are unique circumstances requiring a modification.

- D. Prior to the granting of this allowance, all insurance, driver's license, and vehicle registration as required under the State of California Vehicle Code, will be provided by the represented employee, and must be valid and in force at all times employees are operating their personal vehicles on City business.
- E. Employees receiving the automobile allowance are responsible for all gasoline and maintenance costs. Employees shall also maintain their personal vehicles in a clean and presentable condition while conducting City business.
- F. A represented employee, who is currently assigned a City vehicle, may choose to continue using that assigned City vehicle in lieu of the automobile allowance.
- G. The City reserves the right to substitute an assigned City vehicle in lieu of this automobile allowance for a represented employee if it is deemed to be in the City's best interest to provide a City vehicle to conduct City business.
- H. A represented employee who is currently reimbursed for use of a personal vehicle in accordance with the IRS mileage reimbursement rate, may continue to utilize direct mileage reimbursement, in lieu of participation in this automobile allowance program.

11. MOBILE COMMUNICATION DEVICE ALLOWANCE

Mobile communication device allowance of \$80.00 per month for eligible classifications beginning in the pay period which includes April 1, 2009.

12. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager. The Merit Pay Adjustment system shall include the following elements:

- A. Each Unit 9 employee shall receive an annual evaluation.
- B. Annual consideration of merit pay adjustments with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.
- C. Merit pay adjustments shall range from 0 to 5%. However, in 2016 and

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

2017 only, employee is guaranteed at least 2% and, with Department Head approval, up to 5%.

- D. In 2016, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2016, which date will be their merit pay anniversary each year going forward.
 - 1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2016, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.
 - 2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2015 and February 2, 2016, the date of their last merit increase shall be their new merit pay anniversary date.
 - 3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2016 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2016 in 2016 for those persons whose anniversary date is February 2, 2016).
- E. The City shall not suspend or freeze consideration of merit pay adjustments for Unit 9 employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.
- F. The City and Unit 9 may, by mutually agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.

13. EMERGENCY PAID LEAVE PROGRAM

A. ADMINISTRATION

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. METHOD OF DONATION

- 1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

- 2) Contribution may be made from earned vacation, CTO or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.
- 3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.
- 4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.
- 5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.
- 6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, CTO or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. USE OF POOL

- 1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.
- 2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.
- 3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid

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Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

- 4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).
- 5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.
- 6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.
- 7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

14. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. SICK LEAVE

- 1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.
- 2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation, Unclassified CTO, and Management Leave may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30.

B. FAMILY SICK LEAVE

- 1) Not more than forty-eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

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C. PERSONAL LEAVE

- 1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.
- 2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.
- 3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.
- 4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.
- 5) The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

15. BEREAVEMENT LEAVE

- A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).
- B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.
- C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.
- D. At the request of the City, the employee will provide verification.

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16. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

- A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City previously stopped making contributions to employee VEBA accounts effective December 21, 2003 through December 26, 2009 and employee VEBA accounts remained open for other potential contributions. Effective December 27, 2009, the City began contributing \$50 per month per represented employee. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts. These contributions shall be made "below the line," on the Salary Adjustment Form (i.e. excluded from calculation of salary adjustments based on total compensation adjustments) but shall be included on Bay Area ERS total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document.
- B. VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

17. RETIREE MEDICAL REIMBURSEMENT BENEFIT

- A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the first full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting in the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2016 that will be reimbursed in 2017, the City will reimburse an amount up to \$333 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to \$199 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.
- B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

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- C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment each year.

18. EMPLOYEE ASSISTANCE PROGRAM

The City will provide a confidential Employee Assistance Program for represented employees to be funded outside of the Salary Adjustment Form.

19. CHANGES TO JOB DESCRIPTIONS

Should the City propose a change of the job description, or should the City propose a new job classification and job description, of any job classification represented herein, the City Manager or designee will provide a copy of that proposed job description to Unit 9 for its review and comment back at least ten (10) work days before it is scheduled to be presented to the City Council for adoption. If the proposed compensation control point of a new classification has been established, the City Manager will also provide that proposed compensation control point to Unit 9 for its comment. For a revision of an existing job description, Unit 9 may include a request that the City Manager review the existing compensation control point for the job classification if there has been a significant change in the duties, responsibilities, or safety hazards of the job classification. The City Manager will give consideration to Unit 9 comments, but the final decision on the job description and compensation control point that is submitted to the City Council for adoption will be made by the City Manager.

20. LIMITED/ALTERNATIVE DUTY

A. ALTERNATE WORK SCHEDULE (NINE-EIGHTY SCHEDULE)

A Miscellaneous Unclassified Management employee shall be eligible to work a 9/80 alternate work schedule according to the conditions, criteria, and requirements set forth in City Manager's Directive 71. Requests to work a 9/80 schedule shall be made through or by the Department Head to the City Manager. The City Manager must approve the schedule and the City Manager or Department Head (for employees other than Department Heads) may terminate the schedule at any time.

B. JOB RELATED ILLNESS OR INJURY

Employees with a job related illness or injury, covered by Workers' Compensation, which prohibits performance of their regular duties, will be reassigned to limited or alternative duty under the following conditions:

- 1) Supervisors shall be advised of any industrial injury/illness as soon as practical.
- 2) Upon receipt of a Doctor's report providing work limitations, the City may identify a regular or modified assignment for which the employee

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

has the required experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

- 3) If the City is unable to identify a limited or alternative duty assignment for which the employee has the required experience and training, the employee will be reassigned to a Monday through Friday work schedule to accommodate required medical or other workers' compensation commitments.

C. NON JOB RELATED ILLNESS, INJURY OR CONDITION

Employees who have a non-job related illness, injury or condition which prohibits performance of the employee's regular duties, may request assignment to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated, unless no appropriate limited or alternative duty assignment is available, under the following conditions:

- 1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.
- 2) Submission of a written release from employee's doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.
- 3) Employee may account for regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

D. WORK WEEK

Under both limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

E. TEMPORARY ASSIGNMENT

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

F. LAW TO PREVAIL

In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

21. REDUCED WORK WEEK/VOLUNTARY TIME OFF (VTO) PROGRAM

A. EMPLOYEE PARTICIPATION

Employee participation in this plan is with the City's understanding and agreement that employee participation is temporary and participation is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

B. REDUCED WORK WEEK/REDUCED PAY

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

- 1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.
- 2) More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

22. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an Industrial Injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated under total compensation for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

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- A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.
- B. Continuation toward payment of employee and dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated under Total Compensation may be extended if the employee continues to be on temporary disability status for a Workers' Compensation injury.
- C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, unclassified CTO, management leave or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

23. MANAGEMENT LEAVE PROGRAM

The Management Leave Program is as follows:

- A. Effective January 1 of each year, represented employees will be credited with 120 hours of Management Leave per calendar year.
- B. New hires or employees promoted into Unit 9 between January 1 and June 30 will be credited with 120 hours of Management Leave. New hires or employees promoted into Unit 9 between July 1 and December 31 will be credited with 60 hours of Management Leave.
- C. Use of Management Leave is subject to approval by the applicable Department Head, or the City Manager or his/her designee in the case of a Department Head request, taking into account the relevant circumstances including work/Department needs, staffing limitations, conflicts, timing of request, etc.
- D. Management Leave may not be converted to cash or other paid time off.
- E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than 180 hours of "banked" management leave. (Thus, and for example, an employee that already has 180 hours of management leave on January 1 would not receive any further management leave. An employee that already has 100 hours of management leave on January 1 would "only" receive an additional 80 hours. An employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.

24. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pre-tax (federal, state, FICA, Medicare) dollars for dependent care and qualified

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106. Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

25. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

26. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/rate of pay.

27. DECLARATION

The parties hereto have reached an understanding concerning the proposed salaries and fringe benefits described in the above paragraphs. All other matters dealing with wages, hours, fringe benefits including health and dental insurance contributions, and working conditions included in ordinances, resolutions, rules or regulations, or previous memorandums of understanding, shall remain unchanged for the term of this memorandum in the absence of agreement to the contrary.

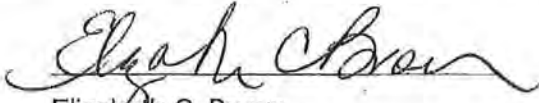
28. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than October 28, 2017.

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

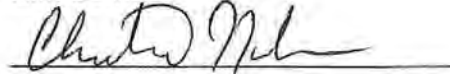
FOR THE CITY OF SANTA CLARA

FOR THE CITY OF SANTA CLARA
MISCELLANEOUS UNCLASSIFIED
EMPLOYEES



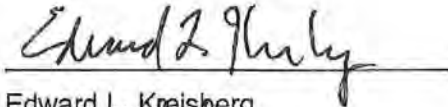
Elizabeth C. Brown

Date: 6-7-16



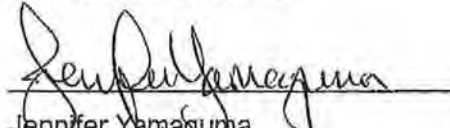
Chris Jackson

Date: 6-7-2016



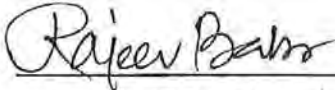
Edward L. Kreisberg

Date: 6/7/16



Jennifer Yamaguma

Date: 6/7/16

APPROVED: 

RAJEEV BATRA
Acting City Manager

6.7.16

Date

APPROVED BY THE CITY COUNCIL ON: September 20, 2016

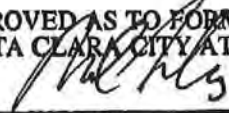
ATTEST: 

RODNEY DIRIDON, JR.
City Clerk

9-23-16

Date

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE



MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM

APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION

City Manager's Office



Interoffice Memorandum

Date: April 15, 2014

To: Unit 9 – Unclassified Miscellaneous Management Employees

From: Julio Fuentes, City Manager

Subject: Cell Phone/Smartphone Stipend Program for Unit 9 – Unclassified Miscellaneous Management Employees

Scope: This cell phone/smartphone stipend program applies to members of Unit 9– Unclassified Miscellaneous Management Employees. The stipend program is \$80 per month and was effective April 1, 2009.

Purpose: To establish policies regarding the provision and usage of City-owned cellular telephones or smartphones (devices that have voice, data and internet/web access capabilities). The City has determined that it is beneficial to have Unit 9 members accessible by phone/data communications at all times. A Unit 9 employee can choose to have a City-issued cell phone, where the City pays for the Unit 9 employee's cell phone device and service plan through City-managed contracts with cell providers, or they can choose to receive a stipend in the amount of \$80 per month, whereby the Unit 9 employee will purchase and own their own cell phone/smartphone device and pay all service provider charges, or the Unit 9 employee can choose not to participate in either of the above programs.

Summary: This policy outlines and establishes eligibility criteria for Unit 9 employees wishing to receive a monthly cell phone stipend and should be read and understood in conjunction with CMD 116-Use of City Resources and Confidential Nature of Information on City Equipment.

Cellular Telephone/Smartphone Stipend Program: Unit 9 employees may choose to receive an \$80 a month stipend to purchase, maintain, replace or repair their personal cell phone, and pay for any level of cell phone service plan from any provider the employee may select. The \$80 per month allowance is not intended to cover the full cost of any particular cell phone device and/or cell phone service plan. If a Unit 9 employee wishes to purchase a cell phone/smartphone and connect to the City's email system, they must confirm with the City's Information Technology Department that the device they wish to purchase can be connected to the City's Outlook email system. Not all cell phone devices or service programs may be compatible with the City's information technology systems. If you do not desire to connect to the City's email system, then any cell phone or service provider could be selected.

To be eligible for the monthly stipend, the Unit 9 employee must provide the Human Resources Department with an active cell phone number. It is expected that the employee will respond to work-related calls and most critical, actively monitor their phone during City emergency

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Cell Phone Stipend Program for Unit 9 – Miscellaneous Unclassified Management Employees

April 11, 2014

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situations. If a Unit 9 employee participating in the stipend program experiences a lost, stolen or damaged cell phone, it is expected that the employee will actively seek to have the device replaced or repaired in a reasonable period of time in order to remain eligible for the monthly stipend (refer to CMD 116 for additional requirements if a phone is lost or stolen). The stipend program is focused only to the Unit 9 employee's personal cell phone or smartphone, and not to other cell phones that might be included under a shared or family plan that the employee may have with a service provider.

If the Unit 9 employee changes their cell phone number for any reason, the Human Resources Department must be notified in the next work week of the new cell phone number. If an employee receiving a cell phone stipend chooses to no longer use a personal cell phone for any reason, the Human Resources Department should be notified immediately, and the stipend will be discontinued in the next applicable pay period.

The stipend is paid at a rate of \$40 per pay period (with no payment on two of twenty-six pay periods annually). A Unit 9 employee starting employment or terminating employment in the middle of any month will receive one-half of the monthly stipend (\$40). The stipend will commence in the first applicable pay period after the Unit 9 employee's request has been received, reviewed and approved by the Human Resources Department. The essential review criteria are that the employee is a member of Unit 9 Miscellaneous Management Employees' Association, and that the employee has submitted a valid cell phone number as requested. The stipend is considered income to the employee, and is subject to payroll withholding.

CMD 116: Use of City Resources/Non-Confidential Nature of Information on City Equipment:

This CMD addresses key issues related to the ownership and usage of cell phone devices, and should always be read and understood in conjunction with this stipend policy. While it is generally the case that call records for a personally owned phone are not subject to public records requests, the law in this area can and does change. CMD 116 advises that employees adhere to City policies related to public records and email retention. The City Attorney's Office should be consulted for advice and/or resolution of public records concerns.

City-Issued Cell Phone Program: A Unit 9 employee can choose to have a City-owned cell phone issued to them in lieu of a monthly stipend. Under this program, the Information Technology Department has responsibility for the selection of cell phone devices and cell phone service providers. The City then maintains a record of an employee's cell phone number and usage information. Activity on City-owned cell phones is accessible as a public record. A Unit 9 employee cannot have a City-issued phone and a stipend. One or the other must be selected. If you currently have a City-issued cell phone and wish to participate in the stipend program, you will need to acquire a personal cell phone and service plan and then turn in your City-issued cell phone. Part of the rationale for this program is to decrease the number of City supplied/City supported cell phones through the use of a stipend program.

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

Cell Phone Stipend Program for Unit 9 – Miscellaneous Unclassified Management Employees

April 11, 2014


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Opt Out: A Unit 9 Miscellaneous Management employee can choose not to participate in either the cell phone stipend program or the City-issued cell phone program. If certain work assignments require the use of a cell phone that can be accomplished through the temporary provision of a City-issued cell phone through the duration of the assignment.

Cell Phone/Smartphone Stipend Program Enrollment: A current Unit 9 employee can initially enroll in this stipend program by emailing the Human Resources Department and requesting participation in the stipend program. You must include your 10-digit cell phone number in the email; therefore you must have a personal cell phone device and a service plan activated prior to receiving a stipend. At that time the Human Resources Department will send you a Cell Phone Stipend packet and form, which you will need to fill out and return to them. Thereafter, the Human Resources Department will present the cell phone stipend enrollment opportunity to new Unit 9 employees through employee orientation.



Julio Fuentes
City Manager



SmartPhone Android Phone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Android phone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your Android phone, you may lose them if you choose to sync with Outlook's contacts and/or Calendar. Back up your Android phone so you can restore them if necessary.
3. Add your City email account to your Android phone.

Change Passcode Options

Once you set up your City email account, you will be required to enter a 4 digit passcode. You will be required to enter this passcode to unlock your screen if your phone is unused for 5 minutes. This time can be increased up to 15 minutes.

To change the passcode,

1. Go to **Settings** then choose **Location & Security**.
3. Choose **Change screen lock**, then **PIN**.
4. Enter a new **PIN**.

Warning: You cannot turn off the **Erase Data** feature, if you have 8 failed passcode attempts, the data will be erased from your phone.


Add Email Account


1. Go to **Settings**, and choose **Accounts**.
2. Choose **Add Account**, then **Corporate Sync**.
3. Complete the fields as follows (They may not appear in this exact order.)
Domain/Username: *City or Electric for SVP Employees\username.*
Password: Your current network password
Check **Use secure connection** box.
Email Address:
Your city email address.
Server: *mail.santaclaraca.gov,*

Increase Screen Lock Timeout

To increase the screen lock timeout,

1. Go to **Settings** then choose **Location & Security**.
2. Choose **Security Lock Timer**.
3. Increase the time.





SmartPhone iPhone Setup

Setup Process


The purpose of this Quick Reference is to assist you in setting up your iPhone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your iPhone, you may lose them if you choose to sync with Outlook's contacts and/or Calendar. Back up your iPhone using iTunes so you can restore them if necessary.
3. Add your City email account to your iPhone.

Change Passcode Options

1. Choose **Settings** from the iPhone menu.
2. Choose **General**, then **Passcode Lock**.
3. From here you can change your passcode, change how quickly the passcode is required, and whether or not you want SMS Preview (text messaging preview) to be on.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.



Add Email Account


1. Choose **Settings** from the iPhone menu.
2. Choose **Mail, Contacts, Calendar**.
3. Choose **Add Account**, then **Microsoft Exchange**.
4. Complete the fields as follows:
 - Email:** your email address.
 - Domain:** *City or Electric for SVP Employees*
 - Username:** Your network login id.
 - Password:** Your current network password
 - Description:** a name that identifies this mail account. You can also set up a personal mail account such as gmail.
5. Click **Next**.


The screen to the right appears with Server field added. It should be: `imail.santaclaraca.gov`.

6. Choose to turn on **Mail, Contacts, and/or Calendars**.

Add Email Account (continued)

7. Choose **Done**.
8. After you choose **ON** for **Contacts** or **Calendars**, you will be prompted to delete or add your local (iPhone) contacts to Outlook.
9. You will be required to enter a 4 digit Passcode. You will be prompted to enter your passcode if you leave your iPhone idle for 5 minutes.





SmartPhone Windows Mobile Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Windows Mobile device to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. Set up your phone to sync with the City's Exchange Server using ActiveSync.

Setup Exchange Server

1. From the Programs menu, choose ActiveSync.
2. If it is the first time you have used your Windows Mobile phone, you will be shown the following prompt:

To sync with a desktop computer, install ActiveSync on your computer and then connect this device.


If your company supports syncing directly with its Exchange Server you can set up your device to sync with it.

Click the set up your device to sync with it link. This will start the process for connecting your device to the City's exchange server.

Note: The City supports syncing directly with its Exchange Server. The City does NOT support syncing with a desktop computer.

If you have already synced your device to another source, choose Menu, Add Server Source.

3. In the Server address field, type `imail.santacruz.clara.ca.gov`.
4. Check the box for This server requires an encrypted (SSL) connection.
5. Click Next.




Setup Exchange Server (continued)


6. Complete the fields as follows:

Username: Your network login id.

Password: Your network password.

Domain: City or Electric for SVP employees.
7. Click the Save password check box.


8. Choose Next.
9. Check the boxes next to the data you would like to synchronize with your City's Outlook account.
10. Click Finish.



MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)



ADMINISTRATIVE CODE

CMD NUMBER 116

CITY MANAGER'S DIRECTIVE PROCEDURE

DATE: March 9, 2009

CANCELS: November 22, 2008

SUBJECT : USE OF CITY RESOURCES, AND NON-CONFIDENTIAL NATURE OF INFORMATION ON CITY EQUIPMENT

- PURPOSE:**
1. The primary purpose of this CMD is to inform all employees that City equipment and systems, and City work locations, as defined herein, are the sole property of the City, and with a few minor noted exceptions, are to be used for City business only. This policy applies to City-owned and issued devices and the use of City network or systems using City -owned and private devices, including but not limited to Smartphones.
 2. Another purpose of this CMD is to inform all City employees that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information, or files placed in or on City equipment are not private or confidential and may be reviewed to ascertain whether such communications constitute City business. As such, employees should not have any expectation of privacy or confidentiality in any of these circumstances. This CMD does not apply to the confidentiality of personnel records maintained by the Human Resources Department or the Finance Department, or the confidentiality of business and related items within the department where the employee works.

POLICY AS TO CITY-OWNED OR ISSUED DEVICES:

City equipment and systems, and City work locations, are the sole property of the City and, with minor exceptions (as noted below in Item No. 4 under Supervisor and Department Head Responsibility and Action), are to be used for City business only.

City employees are hereby informed that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information or files, placed in or on City equipment are not private or confidential. Employees should not have any expectation of privacy or confidentiality in any of these circumstances.

In order to conduct City business, including responding to the needs of citizens and staff, City management and City employees, when directed, may need to access City work locations and equipment of any employee who is absent or unavailable. Access to the work locations and equipment may also be necessary

for purposes of monitoring employee work performance and conduct. Under existing provisions of the law, the City reserves the right to monitor the use of City equipment for any reason, including the right to review, audit and disclose all matters sent over or stored in City locations or equipment systems to ensure that uses are in compliance with all laws including copyright laws and City policies, including the City Code of Ethics & Values.

POLICY AS TO PRIVATE DEVICES:

Only City approved and authorized Smartphone devices are permitted to access any City network or systems. The approved list of devices is maintained by Information Technology (IT) and listed on the Smartphone Access Authorization Form (form available from IT HelpDesk).

A user who connects to City networks via an authorized Smartphone device or service must ensure that all components of his/her wireless connection remain as secure as his/her network access. All Smartphones and connections to any City network or systems shall be used to conduct City business and utilized appropriately, responsibly and ethically. All authorized Smartphone device and service users shall, without exception, use secure remote access procedures. Enforcement of this provision will be by device passwords in accordance with the City's password policy.

Prior to initial use or connection to City networks or systems, authorized Smartphone devices, software and related services must be registered with IT. City employees, contractors, or "as needed" staff in possession of an authorized Smartphone device shall not make modifications of any kind to the device, its software, and/or service that may potentially compromise the integrity of City networks or systems, without the express written approval of IT. This includes, but is not limited to, split tunneling, dual homing, non-standard hardware or security configurations, etc.

Users are advised that applicable law related to public records may require the production of certain records on private devices. Users are advised to adhere to City CMD's related to public records and email retention to avoid the potential disclosure of information from their private devices, particularly those users that receive a stipend for private devices.

With respect to Public Safety Officers, it is intended that this CMD be read together with the Public Safety Officers Procedural Bill of Rights.

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

CMD NUMBER 116

DEFINITIONS:

"City equipment and systems, and City work locations" is defined herein to include, but not be limited to, the following items whether they be owned, bought, used, paid for, leased, borrowed, or given to areas and the City: Work spaces, desks, lockers, City vehicles and equipment, computer and video equipment, printers, copiers, supplies, telephones, mobile data terminals, fax machines, radios, email, text messages, other mail and electronic messaging services, voice mail, and Internet services (as assigned, including chats, newsgroups, and Internet email), or any files

"City business" includes, but is not limited to, conducting the business of the City of Santa Clara and monitoring employee work performance and conduct.

"Off-Duty time" includes employee time before and after work shift, lunch (or meal period breaks), and approved vacation/other leave time.

"Smartphone" means a mobile handheld device with advanced features like e-mail and Internet capabilities.

RESPONSIBILITY :

Department Heads & Supervisors

ACTION

1. Authorize issuance and discourage misuse of City equipment, work locations, and Smartphone devices. Approve replacement of lost, stolen or damaged City-owned devices. Replacement costs will be charged to the user's department, which is then responsible for handling reimbursement of City funds with said user. Replacement and Maintenance costs for any personal-owned devices are the sole responsibility of the employee.
2. Understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep record of any network activity in which the employee transmits or receives any kind of file; the deletion of a message or file from some electronic systems may not fully eliminate the message from the system.
3. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation
4. Notwithstanding statements in the CMD to the contrary, occasional use of City equipment by an employee during off-duty time, i.e., typing of a personal letter during the lunch period, or use of a telephone for urgent reasons (see CMD 78), may be granted from time to time at the discretion of and upon the

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MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

CMD NUMBER 115

approval of the Department Head.

5. In addition, uses by City employees, during off-duty time, of specific City equipment may also be allowed where certain fees for use of this equipment have been established (i.e., minimal copying, or use of a fax machine, etc.).
6. Managers and supervisors who are authorized to serve as officers of a professional society and/or association in accordance with CMD 49, and who have authorized use of City resources in accordance with the provisions of that CMD, should not have expectations of privacy or confidentiality of information or files placed on City equipment.
7. Become informed and comply with the policies of this CMD.
8. Do not use City equipment, work locations, or authorized access to City networks or systems improperly. Improper use includes any personal use for convenience or profit, playing of games, or use to convey derogatory, defamatory, obscene, or otherwise inappropriate actions or messages or any information unrelated to City business. Personal mail, packages, or catalogs should not be received or sent using a municipal address.
9. Employees shall take reasonable measures to safeguard City property and systems to prevent loss or damage. In the event any City-owned or issued device or privately-owned Smartphone is lost or stolen, or the occurrence of any incident or suspected incident of unauthorized access and/or disclosure of City resources, the user shall *immediately* report such to his/her supervisor and the IT Help Desk. Service will be immediately terminated. Users should immediately report to his/her supervisor and the IT Help Desk if the device is recovered. IT will work with the user to restore service as quickly as possible.
10. The provisions of this CMD also apply to employee use of non-City issued equipment and systems brought into work locations and used for City business. Employees utilizing non City-issued equipment assume responsibility for the repair or replacement of such equipment, including Smartphones.
11. Nothing in this CMD is intended to or shall be construed as affecting the duty and obligation of City employees to maintain the confidentiality of City documents and information which the employee has access to through his or her employment with the City. It is also not intended to nor shall it be construed as granting access to non-City employees to otherwise confidential City documents and information.

All Employees/Users

MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

CMD NUMBER 116

12. Employees should understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep a record of any network activity in which the employee transmits or receives any kind of files. Any records transmitted or received are recorded and stored in an archive file; deletion of a message or file from some electronic systems may not fully eliminate the message from the system.
13. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation.
14. Employees should understand that the City's network allows Management to access employee passwords. Upon request, employees shall provide their systems passwords to their Department Head to allow access to all files and systems in the employee's absence or as required. Lockers, desks, files or other secured City equipment, systems, or work locations, may also be accessed by the City.
15. Employees shall not knowingly use City equipment or systems, or City work locations, to download or distribute pirated software or data, or to violate Penal Code Section 502, applicable Federal laws, City policies, rules and regulations, including the City's Code of Ethics & Values. Employees shall not use the City's equipment, systems or work locations to disrupt or destroy the City's program systems, nor shall they attempt to disable any security system.
16. Violation of this policy, through direct action on the part of the employee, or through carelessness or negligence, may result in formal disciplinary action, up to and including termination.
17. Unit 9 employees should understand that Smartphone devices they obtain through the assistance of an allowance program are considered personal devices and are under the ownership of the employee. All service, maintenance, and replacement costs are the responsibility of the employee.
18. IT reserves the right to terminate without notice any authorized Smartphone device, service and access to City network or system that may result in a potential security risk to City network systems, data, users, residents and/or other City assets and resources.
19. IT reserves the right to perform a remote wipe of a user's Smartphone,

IT Department:

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MEMORANDUM OF UNDERSTANDING – UNIT #9 (2015-2017)

CMD NUMBER 116

erasing all data and contents, if there is a reasonable belief that the device has been compromised and/or poses a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

20. IT will provide minimal support for privately-owned approved and authorized Smartphone devices. This support is limited to basic documentation to enable the user to connect the device to City networks and systems, and basic troubleshooting to determine if any connection problems are on the City side or outside of the City's control. All additional technical and function questions/issues shall be the responsibility of the user.

Questions regarding this CMD may be addressed to the City's Director of Human Resources.

Cross Reference:

- CMD 3 - Overnight Use of City Vehicles
- CMD 31 - Transaction of Personal Business During Working Hours
- CMD 49 - Membership in Professional Societies and Associations
- CMD 78 - Personal Use of City Telephones
- City Code of Ethics & Values (Attachment to CMD 67, Gifts & Favors to Individuals)

SEVERANCE AND RELEASE AGREEMENT

This severance agreement is made and entered into on _____, by the City of Santa Clara ("City") and Deanna J. Santana ("Ms. Santana"). The City and Ms. Santana may be referred to collectively throughout this agreement as "the Parties." The effective date of this Agreement shall be the date of the signature of the last of the Parties to sign this Agreement.

RECITALS

WHEREAS on or around October _____, 2017, Ms. Santana began her employment with the City as the City Manager;

WHEREAS on or around August 22, 2017, the City Council approved an employment agreement ("Employment Agreement") with Ms. Santana;

WHEREAS Ms. Santana holds an at-will position under the City Charter, and serves at the pleasure of the City Council;

WHEREAS Sections 1 and 6 of the Employment Agreement permits the City Council to terminate Ms. Santana's employment at any time subject to certain conditions;

WHEREAS the City Council has determined it appropriate to exercise the right under Section 6 of the Employment Agreement to terminate Ms. Santana's employment;

WHEREAS it is the intention of the parties in entering into this Agreement to amicably conclude the City Manager's employment relationship with the City effective _____ (insert date) ("Separation Date") and consistent with the terms of the Employment Agreement; and,

WHEREAS the parties enter into this Agreement in order to implement Section 6.2 of the Employment Agreement, and ensure a smooth transition of City leadership.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the Parties, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree with each other as follows:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The Recitals are incorporated herein by reference as though fully set forth herein.

2. Return of Documents. Ms. Santana agrees and represents that no later than _____ (insert date), she will return to the City all City property of which she has possession, custody or control, including, but not limited to, computer, electronic and telephonic equipment, as well as all City data and documents whether in hard copy or maintained on any electronic media.

3. Non-Disclosure of Confidential Information. The Parties acknowledge that as City Manager, Ms. Santana is the highest appointed official and an officer of the City; in that capacity she was and is responsible for, among other things, executing and enforcing all laws, policies of the City and administering the City's affairs, controlling and administering the City's financial affairs and supervising purchasing, contracting and confidential information. Consistent with her

Employment Agreement and the City Charter, Ms. Santana represents and agrees that she has not and shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of the City except with the express written permission of the City or as required by court order or properly-issued subpoena. Such information includes but is not limited to, the identification of any of the City's licensees, sub-licensees, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

4. Defense and Indemnity. Consistent with her Employment Agreement and the City Charter, in accordance with the obligations imposed under Government Code sections 800 and 910, the City shall defend and indemnify Ms. Santana for any actions that result from work performed in the course and scope of her duties as the City Manager for the City of Santa Clara.

5. Information Regarding Employment. The City agrees that all inquiries with respect to Ms. Santana's separation will be referred to the Mayor who will provide only the following information: (a) the date of hire and date of separation; (b) that this is a mutual and amicable separation based on a mutual desire to terminate Ms. Santana's services, and provide a smooth leadership transition.

6. Personnel File Documents. No documents shall be entered into Ms. Santana's personnel file after the effective date of this agreement without both parties approving the entry of the document.

7. Release of Claims. Except for the rights and obligations created by this Agreement, Ms. Santana, on behalf of herself, her agents, representatives, attorneys, assignees, heirs, executors, administrators and successors in interest, hereby releases and forever discharges the City and all of its past, present and future Councils, agencies, divisions, and departments, as well as each of their respective former, current and future directors, department heads, supervisors, managers, employees, attorneys, elected and appointed officials, Councilmembers, City Managers, and any and all of them (all of the above collectively, the "City Released Parties"), to the extent permitted by law, from any and all liability, actions, causes of action, claims, charges, complaints, demands, grievances, obligations, losses, damages, injuries and legal responsibilities, of any type whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Ms. Santana ever had or held, now has or holds or hereafter can, shall or may have or hold against the City Released Parties, based on any claims or occurrences arising prior to the Effective Date of this Agreement (collectively, "Released Claims"). The Released Claims defined in the immediately preceding sentence and released herein by Ms. Santana as to the City Released Parties include, without limitation, all claims based upon, relating to or arising out of the City Manager's employment with the City, and/or the discontinuation of said employment, all claims in law, equity, contract and tort, and all claims under the California Constitution, California Civil Code, California Labor Code, California Code of Regulations, California Government Code, California Business & Professions Code, California Fair Employment and Housing Act, California Family Rights Act, the California Workers' Compensation Act, the Fair Labor Standards Act, the Equal Pay Act, National Labor Relations Act, Labor Management Relations Act, Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, as amended, Civil Rights Act of 1991, Americans with Disabilities Act, as amended, the Rehabilitation Act, Executive Order 11246, Family and Medical Leave Act, Sarbanes-Oxley Act of 2002, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, Age Discrimination in Employment Act

(ADEA), the Code of Federal Regulations, and all claims under any other federal, state, municipal or other governmental statute, regulation, ordinance or order.

8.1 Ms. Santana specifically and expressly waives all rights under the provisions of Section 1542 of the Civil Code of California ("Section 1542 Waiver") with respect to the Released Claims. Section 1542 Waiver provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, for the purposes of making a complete settlement of the Released Claims which Ms. Santana may have or claims to have against the City Released Parties, Ms. Santana waives and releases any and all Released Claims against the City Released Parties, including Released Claims which are unknown and unsuspected as of the Effective Date of this Agreement. Ms. Santana warrants that she has read this Agreement, including the Section 1542 Waiver, and has had an opportunity to consult with counsel of her own choosing about this Agreement and specifically about the Section 1542 Waiver, and that she understands this Agreement and the Section 1542 Waiver. Ms. Santana acknowledges that she may later discover facts different from or in addition to those now known or believed to be true regarding the matters released or described in this Agreement, and even so she agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Ms. Santana assumes any and all risk of any mistake in connection with the facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now known to her relating thereto. Ms. Santana agrees, to the fullest extent permitted by law, that she will not initiate or file a lawsuit or internal City proceeding to assert any Released Claims. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and the City shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim.

8.2. Ms. Santana acknowledges that she has not heretofore assigned or transferred to or purported to assign or transfer to any person or entity the Released Claims or any part or portion thereof, and agrees to indemnify and hold harmless the City Released Parties from and against any claim, demand, controversy, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation commenced) based on, in connection with, or arising out of any assignment or transfer or claimed assignment or transfer thereof.

9. Non-Disparagement. Ms. Santana, on the one hand, and the City Council, on the other hand, agree not to make any disparaging remarks nor take any action, written or oral, that is intended, or would reasonably be expected, to harm the other or their respective reputations or that would reasonably be expected to lead to unwanted or unfavorable publicity for the other. "Disparaging remarks, comments or statements" are those that impugn the character, honesty, integrity, morality or business acumen or abilities of the City, its staff, its City Council, or Ms. Santana.

10. Interpretation of Agreement. Consistent with the existing Employment Agreement, in the event of a dispute between Ms. Santana and the City with respect to the interpretation of this Agreement or any alleged breach of this Agreement which cannot be settled amicably by

agreement of the parties, the dispute shall be submitted to a single arbitrator in accordance with the employment arbitration rules of the American Arbitration Association and the judgment upon the award shall be final, binding, and conclusive and may be entered in the highest court having jurisdiction. The prevailing party in any arbitration pursuant to this paragraph shall be entitled to recover its reasonable attorney's fees and costs.

11. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the severance of Ms. Santana's employment relationship with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not contained in this Agreement. No agreement, statement or promise not contained in this Agreement shall be valid or binding.

12. Modification. Any modification of this Agreement shall be effective only if it is in writing and signing by all parties to this Agreement.

13. Severability. If any part of this Agreement is determined to be invalid, unlawful, or unenforceable, that part shall not be deemed to be part of this Agreement.

14. Legal Advice and Voluntary Execution. Each Party represents and warrants that it: (a) had the opportunity to obtain legal advice from legal counsel of its choice before entering into this Agreement, (b) has read the contents of this Agreement; (c) fully understands the terms and consequences of this Agreement; (d) enters this Agreement voluntarily; and (e) shall not deny the validity of this Agreement on the grounds that it did not have advice of counsel or did not voluntarily and knowingly enter into this Agreement and agree to each of its terms.

15. Full Execution Authority. Each Party executing this Agreement warrants and represents that it or she has full authority to bind the corresponding Party to this Agreement.

16. No Admissions. By entering into this Agreement, the City Released Parties do not admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this Agreement is not an admission of liability, and that the City specifically denies liability related in any manner to Ms. Santana's employment. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the City, except a proceeding to enforce this Agreement.

17. Acknowledgment of Payment of Compensation/Benefits. Ms. Santana acknowledges and affirms that she has been paid and/or will receive any and all compensation to which she is entitled pursuant to the terms of her employment agreement.

18. Tax Consequences. City has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. Ms. Santana has had an opportunity to discuss the potential tax consequences of this Agreement with her own counsel and agrees to indemnify and hold harmless the City from any and all costs and assessments including, but not limited to delinquent taxes, penalties and/or assessments levied against the City in connection with this Agreement.

19. Older Workers' Benefits Protection Act. It is the intention of the Parties that the releases contained in this Agreement apply to all claims of any kind against the City. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the

release by Ms. Santana of any potential claims under the federal Age Discrimination in Employment Act, Ms. Santana agrees as follows: (i) she has carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement she is giving up potentially valuable legal rights, and she intends to be bound by all the terms and conditions set forth herein; (iii) she is entering into this Agreement freely, knowingly, and voluntarily; (iv) she has been advised of her right to at least twenty-one (21) days to consider whether to agree to the terms and conditions set forth herein; and (v) for a seven (7) day period following his execution of this Agreement she may revoke this Agreement by delivering a written revocation to City, and this Agreement shall not become effective nor enforceable until the revocation period has expired.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Name:
Title:
City of Santa Clara
Date: _____

Deanna J. Santana

Date: _____

Approved as to Form and Legality:

Name:
City Attorney
Date: _____

Name:
Attorney for Deanna J. Santana
Date: _____



Policy Conference and Business Travel Expense Reimbursement

These guidelines shall be used to help guide employees on allowable expenses. Prior authorization from the Department Head is required for all travel requests. Expenses for a spouse or guest are not reimbursable. These guidelines do not address all contingencies and conditions. Any exception requires City Manager approval.

Travel Request/ Expense Report	Travel arrangements shall be reserved by the most logical and least expensive method. Travel Request/Expense Reports shall be submitted to the City Auditor within ten working days of the travel return date. If an outstanding report is not submitted within ten working days of the travel return date, no future Travel Request/Expense Reports shall be processed for the individual until the outstanding travel expense claims have been completed. The Report shall include a conference agenda, training schedule, or other documentation of attendance. All applicable sections of the Report shall be completed with original itemized receipts or other payment documentation with the exception of meals and incidental expenses (see below). All loose receipts shall be taped to an 8.5 x11 sheet of paper. If a receipt is not available, the employee shall submit a Verification of Expense Form.
Registration	Registration for conferences, training, etc. shall be made far enough in advance to take advantage of early (discounted) fees and to avoid late registration fees.
Transportation	<p>Travel arrangements shall be made as far in advance as possible to obtain the best possible fares and rates. Travelers shall use whatever mode of transportation is the most logical and least expensive. If an employee elects to use a mode of transportation other than the most logical and least expensive, the City will only pay the cost of the most logical and least expensive mode. If the least expensive mode of transportation is not used, the difference between the selected mode and the least expensive mode shall be considered the employee's personal expense.</p> <p>If travel arrangements must be cancelled for any reason, travel arrangements shall be cancelled in a sufficient amount of time to prevent the City from incurring unnecessary costs when possible.</p> <ol style="list-style-type: none">1. Air Travel: Reservations are based on advance-purchase economy class airfare. If an employee extends travel arrangement for personal

	<p>Employees shall be compensated for lodging at conference hotels. If lodging is not available at the conference hotel or if the conference is not held at a hotel, employees are expected to stay at a comparable or reasonably valued hotel. The City will pay for standard single rooms for individual employees. Any incremental cost beyond that of a standard single room shall be paid for by the employee.</p>
Meals	<p>The City will pay for an employee's meals during authorized travel, including tax and tips, up to the per diem amount established by the General Service Administration (GSA) for the destination location (available at: http://www.gsa.gov/perdiem). The City will not pay for alcoholic beverages or service/delivery charges.</p> <p>The separate amounts for breakfast, lunch and dinner are available at http://www.gsa.gov/perdiem. The City will pay for meals during partial days of travel on a pro-rated basis as follows:</p> <ul style="list-style-type: none"> • If the partial day includes travel before 8:00 am, the City will pay for the employee's breakfast. • If the partial day includes travel between 11:00 am and 1:00 pm, the City will pay for the employee's lunch. • If the partial day includes travel after 5:00 pm, the City will pay for the employee's dinner. <p>Employees requesting reimbursement for meals and tips shall submit documentation from the GSA indicating the per diem rate amount of the travel destination's zip code or city and state. Employees are not required to submit receipts. Pursuant to AB 1234, the Mayor, Council Members and Planning Commission members are legally required to submit receipts.</p> <p>The City shall not pay for meals that the employee elected to purchase from another source when the meals are included in the cost of a conference, training, or hotel stay, unless there is a reasonable explanation for doing so, such as religion, allergy, etc.</p>
Incidental Expenses	<p>The City will pay for incidental expenses in the amount established by the GSA for the destination location (available at: http://www.gsa.gov/perdiem). Incidental expenses include tips for hotel front desk bag storage, housekeeping staff and other related expenses. Receipts are not required. Pursuant to AB 1234, the Mayor, Council Members and Planning Commission members are legally required to submit receipts.</p>
Miscellaneous	<p>The City will pay for goods and/or services deemed necessary for the completion of official business, such as faxes, copier and computer</p>



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-148

Agenda Date: 1/28/2020

REPORT TO COUNCIL

SUBJECT

Action on Approval of First Amendment to the City Manager Employment Agreement, and a Resolution to Amend the City Manager Employment Agreement and Approve and Adopt the Updated Salary Plan that includes the Classification of City Manager [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

The City Manager, Deanna J. Santana has been employed by the City of Santa Clara since October 2, 2017. The City entered into an employment agreement with Ms. Santana on August 22, 2017 and that agreement provides that the City Council shall periodically meet with the employee for the express purpose of determining any appropriate salary adjustment. The City Council held a Closed Session meeting for the purpose of evaluating the City Manager's performance and two subsequent meetings to discuss potential compensation action.

Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information and be approved by the governing body whenever they are updated or revised.

DISCUSSION

As allowed for by the City Manager's employment contract, the City Council has requested amendments to the City Manager's contract. The City Manager's current annual base salary is \$403,320.00. In addition, the City Manager receives various benefits, including a monthly housing allowance in the amount of three thousand seven hundred fifty dollars (\$3,750.00), or \$45,000 annually, to be used by the City Manager for housing no more than 20 miles from Santa Clara City Hall through the duration of the Employee's employment. It is recommended that the City Manager's employment agreement be amended to eliminate section 3.5 Monthly Housing effective September 30, 2019, and no further housing allowance shall be provided.

In addition, using those same funds assigned to the housing allowance, it is recommended that the City Manager's compensation be amended to include an 11.2% merit increase, retroactive to October 6, 2019. The City Manager did not receive a merit increase for 2017/18. The revised annual base salary for the City Manager shall be approximately \$448,491.84.

Updated Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution attaches and approves the updated salary plan for the classification of City

Manager.

Further Adjustment

Section 3.2 of the City Manager's employment contract states she will be "subject to the cost of living adjustments for City Miscellaneous Unclassified Management Employees in Unit 9." Accordingly, once the City's negotiations with Unit 9 are completed, the City Manager will be entitled to the adjustments provided for that unit. However, if those adjustments exceed the amount set forth in Government Code section 3511.2, they will not be automatic and will require the further express approval of the Council.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City Manager's current annual base salary is \$403,320 (total compensation \$749,015; \$599,212 General Fund and \$149,803 Stadium Allocation). With the elimination of the annual housing allowance of \$45,000, this amount shall be used to fund an 11.2% merit adjustment, which will increase the annual base salary to \$448,491 (total compensation \$767,605; \$614,084 General Fund and \$153,521 Stadium Allocation). The additional net increase in annual total compensation cost for this adjustment is approximately \$18,590 (\$14,872 General Fund and \$3,718 Stadium allocation), which is attributed primarily to increased retirement costs.

Department savings are anticipated to be available to absorb the additional cost impact in FY 2019/20 and FY 2020/21. Adjustments to factor in the higher FY 2021/22 costs will be included with the FY 2021/22 and FY 2022/23 Biennial Operating Budget.

COORDINATION

This report has been coordinated with the City Attorney's Office and the Finance Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution approving the First Amendment to the City Manager's Employment Agreement by and between the City of Santa Clara and Deanna J. Santana to eliminate a provision to pay a housing allowance and adjusting the City Manager's base salary to \$448,491 effective October 6, 2019; authorizing the Mayor to execute the Amendment; and updating the salary plans for the classification of City Manager.

Reviewed by: Aracely Azevedo, Director of Human Resources
Approved by: Lisa M. Gillmor, Mayor

ATTACHMENTS

1. First Amendment to Employment Agreement
2. Resolution of the City of Santa Clara to Amend the City Manager Employment Agreement and Approve and Adopt the Updated Salary Plan that includes the Classification of City Manager
3. Unclassified_Elected Salary Plan (effective 2019-10-06) approved 2020-01-28
4. Unclassified_Elected Salary Plan (effective 2019-10-22) approved 2020-01-28
5. Unclassified_Elected Salary Plan (effective 2019-11-17) approved 2020-01-28
6. Unclassified_Elected Salary Plan (effective 2019-12-15) approved 2020-01-28

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DEANNA J. SANTANA**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Deanna J. Santana ("Employee"). City and Employee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled Employment Agreement by and between the City of Santa Clara, California and Deanna J. Santana dated August 22, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose appointing and employing Employee as its City Manager and establishing the terms and conditions of employment, and the Parties now wish to amend the Agreement to amend the terms and conditions of employment.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 3.1 of the Agreement, entitled "Salary" is amended to read as follows:

Effective October 6, 2019, Employee shall receive an annual salary of Four Hundred Forty-Eight Thousand Four Hundred Ninety-One and Eight Four Cents (\$448,491.84), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays. City and Employee agree that the amount of her annual salary shall not decrease, except as part of a decrease that is applicable to either all Council-appointed officers, (the City Attorney and City Auditor) or is applicable to all City Miscellaneous Unclassified Management Employees in Unit 9. Such decrease shall be effective when approved by the City Council.
- 2. Section 3.5 of the Agreement, entitled "Monthly Housing Allowance" is deleted effective September 30, 2019. The Employee shall be ineligible for this benefit effective October 1, 2019.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.


The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation


Approved as to Form:

Dated:

3-3-2020



BRIAN DOYLE
City Attorney



LISA M. GILLMOR
MAYOR
1500 Warburton Avenue
Santa Clara, CA 95050

"CITY"

DEANNA J. SANTANA

Dated:

2/3/2020

By (Signature):



Name:

Deanna J. Santana

Title:

City Manager

Principal Place of

Business Address:

1500 Warburton Avenue

Email Address:

dsantana@santaclaraca.gov

Telephone:

(408) 615-2211

Fax:

(408) 615-2227

"EMPLOYEE"



Agenda Report

18-271

Agenda Date: 3/20/2018

REPORT TO COUNCIL

SUBJECT

Approve Miscellaneous Management (Unit 9) 2017-2019 MOU containing the 4% compensation increase in December 2017 and 4% in December 2018; and approve the same increases to the City Manager's compensation, as required by Employment Agreement

BACKGROUND

The Miscellaneous Unclassified Management Employees (Unit 9) Memorandum of Understanding (MOU) expired December 16, 2017. The City and Unit 9 negotiated a two year MOU effective December 17, 2017 through December 14, 2019.

DISCUSSION

A tentative agreement has been reached between the City of Santa Clara (City) and Miscellaneous Management (Unit 9) on a successor Memorandum of Understanding (MOU). This report recommends approval of the MOU, which, if approved by the City Council, will be in effect from December 17, 2017 through and including December 14, 2019.

The MOU between the City and Unit 9 expired on December 16, 2017. A tentative agreement was reached on February 22, 2018. Unit 9 held a vote that concluded on March 1, 2018 and the City was notified that Unit 9 ratified the attached agreement.

The significant provisions of the new MOU are as follows:

Wages

- 4% wage increase retroactive to December 17, 2017
- 4% wage increase effective December 16, 2018

Holidays

Four additional non-permanent paid holidays for 12/26/17, 12/27/17, 12/28/17, and 12/29/17; and four additional non-permanent paid holidays for 12/26/18, 12/27/18, 12/28/18, and 12/31/18. Employees who used leaves for the days or worked on and between 12/26/17 and 12/29/17 will receive banked days or hours off which must be used in 2018. These non-permanent paid holidays will only be for these two MOU years.

California Public Employees' Retirement System (CalPERS)

The City and Unit 9 will enter into a side letter agreeing that if CalPERS should adopt a change in its actuarial methodology (i.e. assumed discount rate, smoothing methodology, demographic assumptions, etc.) which increases the City's pension costs, the City and Unit 9 agree to meet and confer regarding this change and its impacts. Neither party shall be required to meet and confer under this agreement prior to January 1, 2019. This side letter will expire on December 31, 2021.

Medical

- Incorporate the Affordable Care Act Side Letter between the City and Unit 9 executed on November 21, 2017. This Side Letter modified the prior MOU language to conform the City's health contributions and MOU provisions to IRS requirements under the Affordable Care Act.
- Add a section entitled "Re-Opener", that states, "During 2018, the City and Miscellaneous Management agree to re-open Section 7 regarding the City's contributions to health premiums. The parties agree that there shall not be any decrease in City contributions to health premiums or to those that receive cash in lieu of participating in City health, as a result of this re-opener."

Attached is a resolution of the City of Santa Clara to adopt the attached salary schedule for Employees represented by the Miscellaneous Unclassified Management Employees bargaining Unit (Unit 9), as well as the City Manager as required by Employment Agreement.

City Manager Employment Agreement

Consistent with the City Manager's Employment Agreement, as approved by the Council on August 22, 2017, this resolution also includes a 4% salary increase effective December 17, 2017 and a 4% increase effective December 16, 2018, as well as the same provisions mentioned above.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The primary cost impact is in the wage increase of 4% in the first year and 4% for the second year. The City regularly budgets in its fiscal forecast the total compensation cost for its current Full-Time Employees and integrates projected cost increases in the City's Ten Year Financial Plan. The total cost for the successor MOU over its two year term is approximately \$3,937,000 with approximately 59% of that impacting the General Fund. The increased cost for FY 2017/18 will be absorbed within existing department appropriations through expenditure savings primarily due to vacancies. The FY 2018/19 Recommended Budget will include the negotiated salary and special pay increases.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and Miscellaneous Management 2017-2019 retroactive to December 17, 2017; and

2. Adopt a Resolution approving the Salary Schedule for Unclassified Employees and for the City Manager, per Employment Agreement, that contains the following adjustments: (1) a 4% wage increase retroactive to December 17, 2017 and (2) a 4% salary increase effective December 16, 2018.

Prepared by: Elizabeth C Brown, Director of Human Resources

Reviewed by: Brian Doyle, City Attorney

Approved by: Walter C. Rossmann, Chief Operating Officer

ATTACHMENTS

1. MOU Misc. Uncl. Mgmt. Employees (Unit 9) 2017-2019 -final version.
2. MOU Misc. Uncl. Mgmt. Employees (Unit 9) 2017-2019 - redline version.
3. Resolution to Adopt the Unclassified monthly salary schedule for Misc. Uncl. Mgmt. Employees (Unit 9), including City Manager.



Agenda Report

21-1731

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 for the Agreement with Accela, Inc. for Land Management Software and Related Budget Amendment (Continued from December 7, 2021)

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services

BACKGROUND

On August 21, 2018, the City Council authorized staff to execute an agreement with Accela, Inc. to purchase a land management software system. The Accela Civic Platform system is offered as a software-as-a-service and consists of a land management software platform with functionality that includes land and parcel management, online permitting, building inspection and code enforcement management. The software will be used Citywide to support a variety of applications:

- Building, Planning, and Housing & Community Services Divisions for online permit submittal and payment services, plan review, inspection scheduling, and internal reporting tools
- Accounting Division for fee and revenue transaction and reconciliation reports
- Municipal Services Division for meter release process workflow
- Land and Property Development Division for processing and tracking site clearances, subdivision maps, title documents, and encroachment permits
- Street Division-Stormwater Division for code enforcement, inspections, fee collection and reports
- Water and Sewer Utilities Department for plan review and fee collection
- Parks & Recreation Department for plan review
- Silicon Valley Power for plan review, fee collection, meter release processes, and small cell site workflow
- Fire Department for 24/7 online permit submittal and payment services, plan review, business licensing, inspection scheduling, and internal reporting tools
- Police Department for special permits and fee collection

DISCUSSION

As part of the City's contract with Accela, the City is required to purchase a license for each named user of the Accela system. When the software was originally purchased in 2018, the Community Development Department (Department) estimated that 140 named user licenses would be needed for City staff. However, as the City has completed the system design and begun implementation of the Accela system, the City's desired use of the Accela platform has expanded resulting in requests from several departments for additional named licenses. This expansion across multiple City departments will enable improved efficiency in the review of permit applications as well as greater transparency and public access to information, providing a higher level of service to the Santa Clara

community.

The proposed Amendment No. 1 includes the purchase of 100 additional named user licenses, bringing the total number of licenses to 240. The fee for the additional licenses is consistent with the pricing set forth in the agreement at \$1,954 per user/per year in the initial year, with set increases each year over the remaining term of the contract. The purchase of additional licenses over a five-year term will increase maximum compensation by \$1,420,640 for a revised maximum compensation amount of \$2,639,300. Amendment No. 1 will also extend the term of the agreement by two years, ending on November 29, 2025. This extension will put all 240 licenses on the same renewal cycle.

The approval of Amendment No. 1 will increase staff productivity and enhance customer service for the City’s permitting process by allowing expanded use of the Accela system to coordinate City activities and enhance internal communication and collaboration across more work functions.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378 (a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The fee for the additional licenses is consistent with the pricing set forth in the agreement at \$1,954 per user/per year in the initial year, with set increases each year over the remaining term of the contract. The purchase of additional licenses over a five-year term will increase maximum compensation by \$1,420,640 for a revised maximum compensation amount of \$2,639,300. (Attachment Exhibit 2).

The total annual increase in subscriptions costs is \$195,380, with a prorated cost of \$179,025 for FY 2021/22. In FY 2021/22, the total estimated cost for licenses is \$466,727. The current budget for Accela annual licenses costs is \$348,530 in the General Fund as well as \$60,000 in the utility funds (Sewer - \$15,000, Water - \$15,000, and Electric - \$30,000). This budget was based on 140 licenses and contingency costs. An increase of \$58,197 is necessary to cover the cost of additional licenses for the remainder of FY 2021/22. This cost would be addressed by the use of the Technology Fee Reserve (\$48,197) and an additional contribution from the Electric Utility Fund (\$10,000). The Electric Utility Fund has sufficient funding to absorb the additional cost of \$10,000.

A budget amendment is recommended to shift funding of \$48,197 from the Technology Fee Reserve to the Non-Departmental Citywide Programs.

Budget Amendment
FY 2021/22

	Current	Increase/ (Decrease)	Revised
<u>General Fund</u>			
<u>Expenditures</u>			

Non-Departmental - Citywide Programs	\$46,998,766	\$48,197	\$47,046,963
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Reserve

Technology Fee Reserve	\$1,078,241	(\$48,197)	\$1,030,044
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Appropriations needed in future years will be incorporated into the annual budget process.

COORDINATION

This report has been coordinated with the Information Technology Department, Finance Department, and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement and order documents with Accela, Inc. to purchase additional software licenses for Land Management Software and increase the maximum compensation by \$1,420,640 for a total maximum contract compensation of \$2,639,300, subject to the appropriation of funds; and
2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve a FY 2021/22 budget amendment in the General Fund to increase the Non-Departmental Citywide Programs Budget by \$48,197 and decrease the technology fee reserve by \$48,197 (five affirmative Council votes required for use of unused balances).

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 1 Accela, Inc. Agreement
2. 2018 Agreement with Accela, Inc.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

PREAMBLE

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Accela, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for the Performance of Services by and between the City of Santa Clara, California and Accela, Inc.”, dated August 29, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide software subscription services for the City’s permit system, and the Parties now wish to amend the Agreement to make certain revisions to the terms as set forth below.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement, entitled “Term of Agreement” is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on November 29, 2025.
2. Exhibit B of the Agreement, entitled “Fee Schedule”, is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.
3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ACCELA, INC.
a California corporation

Dated: 10/28/2021 _____

By (Signature): _____
Name: _____

DocuSigned by:

Aaron Haggarty

Aaron Haggarty

A04499D928344D8...

Title: Chief Legal officer _____

Principal Place of Business Address: 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 _____

Email Address: ahaggarty@accela.com _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

**FIRST REVISED EXHIBIT B
FEE SCHEDULE**

1. MAXIMUM COMPENSATION

The maximum compensation for all materials and services provided under this Agreement shall not exceed **Two Million Six Hundred Thirty-Nine Thousand Three Hundred Dollars (\$2,639,300)** during the term of the Agreement, subject to budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. CIVIC PLATFORM ANNUAL SOFTWARE SUBSCRIPTION SERVICES

Table B1 sets forth the estimated number of software subscriptions required by the City. Notwithstanding the foregoing, the actual quantity that will be purchased by the City will be listed on the Order and shall be evidenced by the City's issuance of a Purchase Order. All order documents, including Contractor's Order Form and the City's Purchase Order, shall be deemed to incorporate the terms and conditions of this Agreement and any amendments hereto.

For the avoidance of doubt, the Per Unit Price will serve as the baseline for the annual software subscription fees to be charged during any Subscription Term. Notwithstanding anything to the contrary contained herein, at least 60 calendar days prior to the start of the upcoming Subscription Term, the City will provide Contractor with the number of subscriptions required for the upcoming term. Contractor shall adjust the annual invoice for the upcoming Subscription Term based on the number of subscriptions provided by the City and in accordance with the Per Unit Price set forth in Table B1.

Table B1: Civic Platform - Part # SS-37			
Product Name	Estimated Quantity	Per Unit Price	Extended Total
Accela Civic Platform Silver - Subscription Term: 11/30/18 - 11/29/19	40	\$1,788.00	\$71,520.00
Accela Civic Platform Silver - Subscription Term: 11/30/19 - 11/29/20	140	\$1,841.64	\$257,829.60
Accela Civic Platform Silver - Subscription Term: 11/30/20 - 11/29/21	140	\$1,896.89	\$265,564.60
Accela Civic Platform Silver - Subscription Term: 11/30/21 - 11/29/22	140	\$1,953.80	\$273,532.00
Accela Civic Platform Silver - Subscription Term: Prorated 1/1/22 to 11/29/22)	100	//////////	\$179,025.00
Accela Civic Platform Silver - Subscription Term: 11/30/22 - 11/29/23	240	\$2,012.40	\$482,976.00
Accela Civic Platform Silver - Subscription Term: 11/30/23 - 11/29/24	240	\$2,072.77	\$497,464.80
Accela Civic Platform Silver - Subscription Term: 11/30/24 - 11/29/25	240	\$2,134.95	\$512,388.00
Total			\$2,540,300.00

3. CITIZEN ACCESS ANNUAL FEE

Table B1 sets forth the annual fee for Citizen Access.

Table B2: Citizen Access - Part # AS-37		
Product Name	Population Size	Net Price
Accela Citizen Access - Subscription Population: 11/30/18 - 11/29/19	125,948	\$12,594.80
Accela Citizen Access - Subscription Population: 11/30/19 - 11/29/20	125,948	\$13,363.08
Accela Citizen Access - Subscription Population: 11/30/20 - 11/29/21	125,948	\$13,753.52
Accela Citizen Access - Subscription Population: 11/30/21 - 11/29/22	125,948	\$14,169.15
Accela Citizen Access - Subscription Population: 11/30/22 - 11/29/23	125,948	\$14,597.37
Accela Citizen Access - Subscription Population: 11/30/23 - 11/29/24	125,948	\$15,035.29
Accela Citizen Access - Subscription Population: 11/30/24 - 11/29/25	125,948	\$15,486.35
	Total	\$98,999.56

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Accela, Inc., a California corporation, with its principal place of business located at 2633 Camino Ramon, Suite 500, San Ramon, CA 94853 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services for hosted subscriptions services, (collectively referred to as “Subscribed Services” as defined in Exhibit H, Paragraph 3) to satisfactorily complete the work required by City at his/her own risk and expense. Subscribed Services to be provided to City are more fully described in Exhibit H. All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT OF SUBSCRIBED SERVICES.

CUSTOMER'S SUBSCRIPTION TERM COMMENCES ON A MUTUALLY AGREED UPON DATE TO OCCUR BEFORE SEPTEMBER 30, 2018 AND SAID DATE IS CUSTOMER'S "SERVICE DATE" FOR PURPOSES OF DESIGNATING THE START OF ANY SUBSCRIPTION TERM. FOR THE AVOIDANCE OF DOUBT, THE SERVICE DATE AND THE EFFECTIVE DATE MAY NOT BE THE SAME.

Contractor shall begin providing the Subscription services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties Contract execution.

When City determines that Contractor has satisfactorily completed the Services. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Service Date. The Agreement may be renewed by the City, at its sole discretion, for two additional one (1) year terms.

6. MONITORING OF SUBSCRIBED SERVICES.

City may monitor the Subscribed Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Subscribed Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. PERFORMANCE OF SUBSCRIBED SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Subscribed Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Subscribed Services furnished by it, as set forth under this Agreement, including any exhibits or attachments. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City (subject to any limitations in this Agreement) in accordance with applicable law for all damages to City caused by Contractor's Agreement, applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Subscribed Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Subscribed Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice (“Notice of Termination”) which clearly expresses that Party’s intent to terminate the Agreement, which will be effective on the following anniversary of the Subscription Term provided such Notice of Termination is received 30 days prior to the anniversary of the Effective Date of the upcoming Subscription Term. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Subscribed Services satisfactorily performed up to such date.

If City renews the Agreement for additional one year terms after first five (5) year term, then upon such renewal either Party may terminate the Agreement without cause by giving the other Party Notice of Termination. Such Notice of Termination shall be effective ninety (90) days after receipt by the other Party. Upon any such Notice of Termination after the first five (5) year term, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

Either party may terminate this Agreement if either Party materially breaches any terms and conditions of this Agreement after receiving a written notice describing the circumstances of the material breach, and the Party fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by City, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Subscribed Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Subscribed Services nor be disclosed to an entity not connected with performance of the Subscribed Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

Please refer to Exhibit H.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for two (2) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Subscribed Services hereunder.

20. CORRECTION OF SUBSCRIBED SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Subscribed Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION. PLEASE REFER TO EXHIBIT H.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Subscribed Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Community Development Department, Building Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-3823

And to Contractor addressed as follows:

Name: General Counsel
Address: 2633 Camino Ramon
San Ramon, CA94853
or by facsimile at 925-659-3201

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. AFFORDABLE CARE ACT OBLIGATIONS


To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

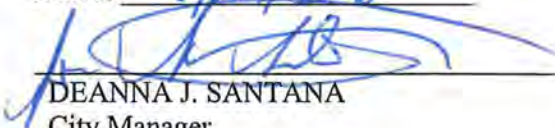
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
City Attorney

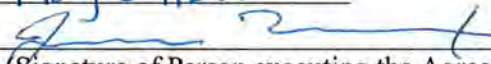
ATTEST:


JENNIFER YAMAGUMA
Acting City Clerk

Dated: 8/24/2018

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ACCELA, INC.
a California corporation

Dated: May 29, 2018
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Jonathon Knight
Title: Chief Customer Officer
Local Address: 2633 Camino Ramon, Suite 500
San Ramon, CA 94583
Email Address: jknight@accela.com
Telephone: (925) 359-3200
Fax: (925) 659-3201

“CONTRACTOR”

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**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT A

SCOPE OF SUBSCRIBED SERVICES

This exhibit is not used in this agreement. For the software subscription terms and conditions, please refer to Exhibit H.

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed One Million Two Hundred Eighteen Thousand Six Hundred Fifty-Nine Dollars and Ninety-Eight Cents (\$1,218,659.98), subject to budget appropriations.

Citizen Access

PART #	PRODUCT NAME	QTY	NET PRICE
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 12,594.80
	Subtotal		USD 12,594.80

Civic Platform

PART #	PRODUCT NAME	QTY	NET PRICE
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	40	USD 71,520.00
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 257,829.60
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 265,563.93
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 273,531.52
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 281,737.01
	Subtotal		USD 1,150,182.06

PART #	PRODUCT NAME	QTY	NET PRICE
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 13,363.08
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 13,753.52
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 14,169.15
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 14,597.37
	Subtotal		USD 55,883.12

TOTAL: USD 1,218,659.98

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as policy limits, which are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the General Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy.

1. Additional Insureds. The Commercial General Liability insurance will include the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City.
2. Primary and non-contributing. Commercial General Liability policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Commercial General Liability policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been

given to City at least ten (10) days prior to the effective date of such cancellation

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such cancellation.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent),

evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request Contractor shall submit to City copies of portions of the actual insurance policies or renewals or replacements to the extent necessary to ensure compliance with this Exhibit C. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara, Community Development Department, Building Division

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over \$50,000 limited exposure.doc

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCLA, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ACCELA, INC.

a California corporation

By: 
Signature of Authorized Person or Representative

Name: Jonathon Knight

Title: Chief Customer Officer

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of ~~execution of the~~ affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or ~~other~~ legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

SEE attached CA Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

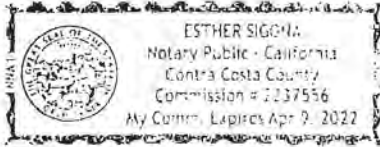
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On May 29th 2018 before me, Esther Sigona, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jonathan Knight
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT F

SPECIFICATIONS AND REQUIREMENTS

EXHIBIT F SPECIFICATIONS AND REQUIREMENTS

Product Specifications

Accela's solution for the City's permitting and inspection functions will leverage Accela Civic Platform's Land Management solution along with its integral components for Citizen Access, GIS, and Mobile.

Land Management

The Civic Platform allows the City to automate and streamline your civic processes related to permitting.

Accela's Land Management makes it easy for state, county and city agencies of all sizes to coordinate activities for the consideration and approval of land use and building permits, inspections and enforcement to meet your jurisdiction codes. The solution saves time, increases productivity and connects government agencies to the businesses, professionals and citizens they serve.

Accela's Land Management:



Land Management

- **Simplifies the permit process.** Manage your entire permitting process including application check-in, plan reviews, fee calculation and collection, inspections, sign-offs, task lists, and more. Easily manage both the proposed plan and the relationships to the project – including imposing restrictions on transactions, property or individuals until compliance measures and fees are satisfied.
- **Engages your citizens 24/7/365 days of the year.** Accela's Citizen Access and IVR capabilities provide quick and easy access to information about permits and inspections directly from any telephone, web browser, or mobile device.
- **Visualizes information with built-in GIS capabilities,** which deliver mapping and routing functionality to the enterprise. This overlays government data onto GIS maps and allows customers to initiate and manage permit activities from a geospatial platform.
- **Provides online access to save time for agency staff out in the field.** Productivity apps, such as Analytics, Inspector, and Contractor Central, connect and equip agency field workers with the right mobile device for the job.

User Interface

Accela's web-based Civic Platform user interface shows several screens on a single page and are configured to meet the needs of individual user roles.

Among the most frequently used screens are those presenting alerts and notifications, upcoming and overdue tasks, performance-based charting, and frequently used data queries. When used with Accela's GIS capabilities, government activity data is viewable on a map screen, confirming the solution's versatility in how data is represented.

When used with Accela's mobile capabilities, all land management activity data is available to field staff, enabling a full mobile field office solution. Inspector assignments, schedules, routes, status reports, and inspection results are all logically presented. Data collected in the field is recorded electronically and uploaded to the solution for immediate availability throughout the enterprise.

Further extending Land Management offerings to the public are Accela's Citizen Access, which promote true government transparency and citizen self-service by bringing government services to the public 24/7. Self-service options may include property information, online applications, fee collection and inspection scheduling. In eliminating the need for in-person and paper processing, these solution components unite governments and their constituents through accessible technology while reducing costs.

Citizen Access

Citizen participation and collaboration are now one of the most urgent needs facing our government. The ability to put processes online greatly assists this mission in two key ways — by allowing applicants to take advantage of self-service and by increasing agency staff productivity. Another obvious advantage is the solution's inherent ability to address budgetary concerns and help government do more with less.

Accela has long been cognizant of the need for transparency and accountability. Through a self-service web portal and an open user interface, Citizen Access extends government services to the public 24-hours a day by providing members of the public with online access to apply for land development applications, permits, licenses, schedule inspections, request services, and perform tasks from the convenience of their home, office or job site. This presents a useful way for public users to interact with your agency in an efficient manner.

By configuring a custom welcome page and designing page flows that are intuitive, easy-to-use, and come with agency defined context specific help agencies can better engage and connect with their public. This enables truly transparent government operations. Citizen Access supports IE 11 and the latest stable versions of Firefox, Safari, Chrome, and Opera browsers.

metropolis Metropolis County Building a Thriving Metropolis

Home Permits Planning Licenses 311 / Complaints Enforcement

Dashboard My Records My Account Advanced Search

Welcome Dwayne Patterson
You are now logged in

C&I ID	Description	Amount
PH14-00012		\$310.00
PL14-00003		\$1,535.00

What would you like to do today?
To get started, select one of the services listed below.

General Information

- Look up Property Information
- Search for a Property/Evaluation
- Search for a...
- Search for Certificate of...

Planning

- Complete a Plan Application
- Review a...
- Search for...
- ...

311 / Complaints

- Submit a Request
- ...

Permits

- Apply for a Permit
- Calculate Fee Estimate
- Search for Renewal
- ...

Licenses

- Apply for a License
- Search for Renewal

Enforcement

- Search for...

Exhibit 1: Citizen Access Dashboard

metropolis Metropolis County Building a Thriving Metropolis

Home Permits Planning Licenses 311 / Complaints Enforcement

Advanced Search

Search for Permits

Enter information below to search for permits

Site Address
 Contractor Information
 Parcel Number
 Permit Information

Select the search type from the drop-down list

General Search General Search

Enter your search criteria below. Use the Start Date and End Date to enter a date range for the date the permit record was entered into the system.

Search All Records

Permit Number: Permit Type: Start Date:
 Status: Project Name: End Date:
 Contact Type: First: Last: Name of Business:
 License Type: License Number:

Exhibit 2: Advanced search in Citizen Access

Among the many citizen privileges available, external users can take advantage of the following capabilities:

- Apply for permits
- Research parcels using Esri GIS
- Submit complaints
- Submit requests for service
- Check status of applications, permits, and inspections
- Upload electronic plans and other documents or photographs
- View solution generated alerts and notifications
- View a history of all complaints/requests
- Conduct searches
- Pay fees
- View data on maps
- Search addresses/parcel information
- Access government documents
- View all parcel history

Citizen Access is available in English (U.S. and Australian), Spanish, French, Arabic, Chinese, Portuguese, and Vietnamese language packs. Additionally, we developed the solution so that all financial transactions are PCI DSS compliant. Furthermore, our solution is Section 508c compliant, to make our products accessible to people with disabilities — such as blindness and low vision.

Purchase of Citizen Access includes the mobile application, Mobile Citizen Access, which further enhances accessibility options for public users. Constituents now enjoy a truly mobile access to government data, using iOS or Android devices.

Citizen Access inherits the exact business rules established in Land Management. System administrators simply select which service request activities are to be made available to the public. Additionally, the Civic Platform utilizes one central database—data submitted through Citizen Access is immediately available for processing by back office users in Land Management.



GIS

The Civic Platform includes GIS functionality out of the box to help streamline mapping processes. The technology integration offers governments a geographic view of all land-use, zoning and infrastructure information associated with parcels, permits, inspections, and service requests, and works seamlessly with Esri maps, layering the information for increased visibility. The Civic Platform map component is built using the Esri JavaScript map control and consumes GIS services published from the agency's ArcGIS Server or ArcGIS Online, as well as can consume Open Geospatial Consortium Web Mapping and Web Feature Service map services.

GIS also provides visualization of an agency's government data geographically by plotting locations of activities captured in the Civic Platform on the map. GIS provides enhanced user experience with

- Optimal server response times
- Smooth panning
- Context-sensitive commands and menu items

- ➔ Drag and drop functionality
- ➔ Client side graphic rendering

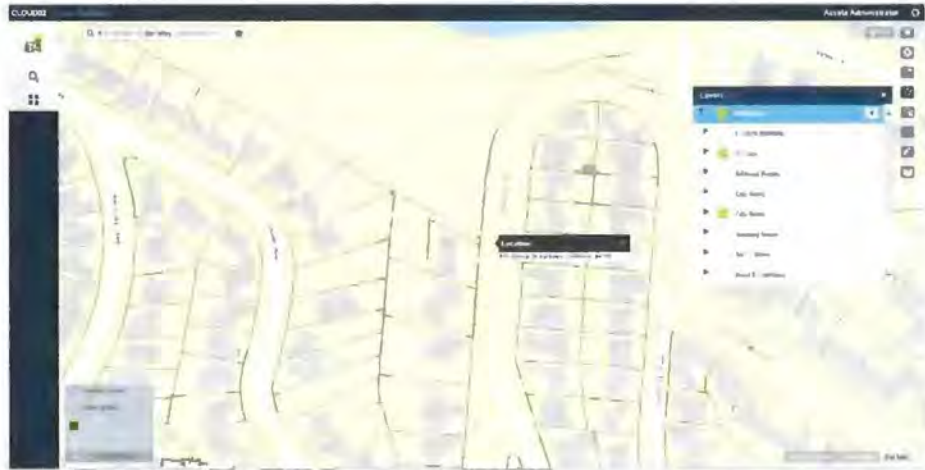


Exhibit 3: GIS Map Interface

Accela's GIS gives users the option to initiate and manage all land management activities from a map interface. GIS is a bi-directional interface enabling viewing, interaction, and presentation of both tabular and spatial information. It leverages an agency's GIS database and map services published by one or more ArcGIS Servers. Base maps published from one agency can be combined with map data from another agency to provide a comprehensive view of geographic information.



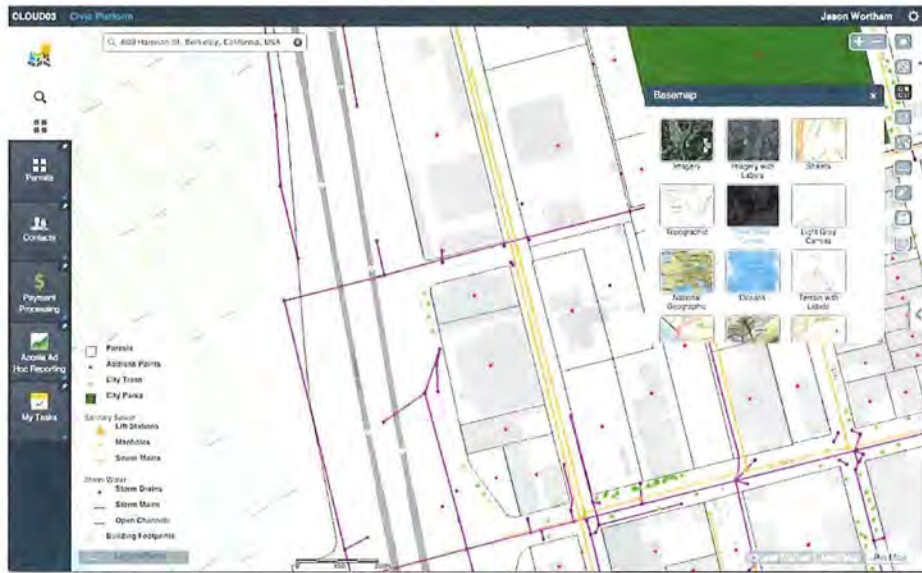


Exhibit 4: Share the Civic Platform data in Esri ArcGIS Online

Optional map editing tools empower end users to draw new features using points, lines, or polygons to represent actual geographic elements or assets. Once these new features are created, they can be associated with transactions in the Civic Platform database. GIS supports efficient fieldwork through its routing features. Inspection schedules can be automatically routed or users can choose to optimize inspection schedules based on shortest distance or travel time.

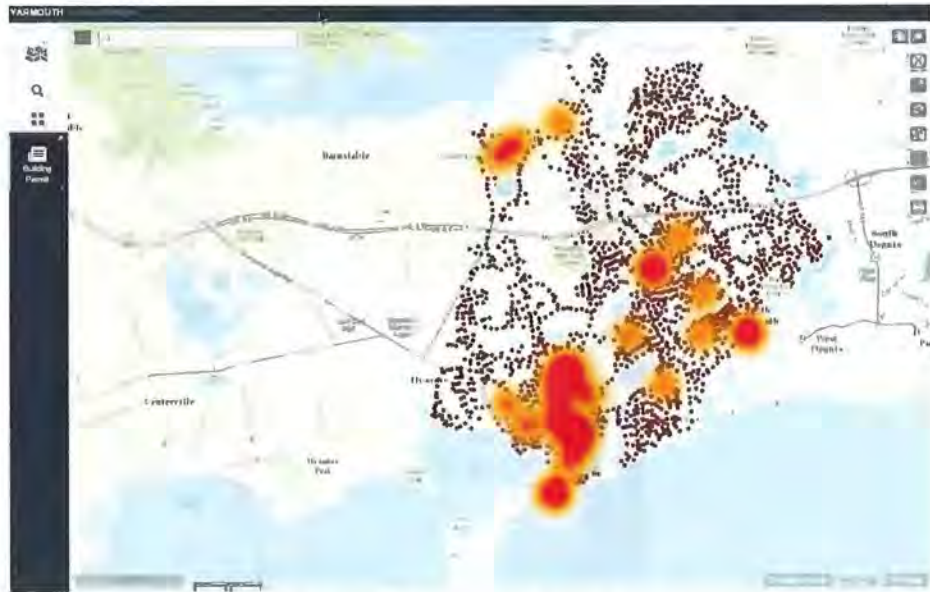


Exhibit 5: Accela GIS Heat Map

Customers may enhance user views by adding the agency's ArcGIS map layers to the map viewer. Together, these data sources, united with Accela transaction data, offer the most comprehensive visual representation of government and location data available. Users can manage, edit, and update data from the map viewer. The map viewer presents reference data and context-based action items for a selected parcel(s) (i.e., create a record, show record, create inspection, etc.).

When deployed with Mobile, routing capabilities are available whether connected or disconnected from the network. Routes and driving directions can be saved and printed as needed. Optimized routing can be done one of two ways:

1. To use an agency's street file, that agency needs ArcGIS Server Network Extension and a published routing service. The agency typically creates the network via ArcGIS Desktop and the Network Analyst extension.
2. The agency may not have a quality street file in an Esri GIS format or does not have the additional Esri software list noted above in number one.

The following is a list of features/functions that are available out of the box in Accela's GIS solution:

- Plotting event locations (address, parcel or asset matching)
- Start new application/transaction from selected map feature
- Navigation (pan, zoom in/out, zoom to scale/selected/full extent)
- Select (by line, polygon, rectangle)
- Buffer selection
- Attach/associate feature to transaction record
- Add selected features to a Set in Accela
- Redlining (point, line, polygon and text box)
- Identify (click on map and see attributes of features)
- Reverse geocoding for mobile mapping

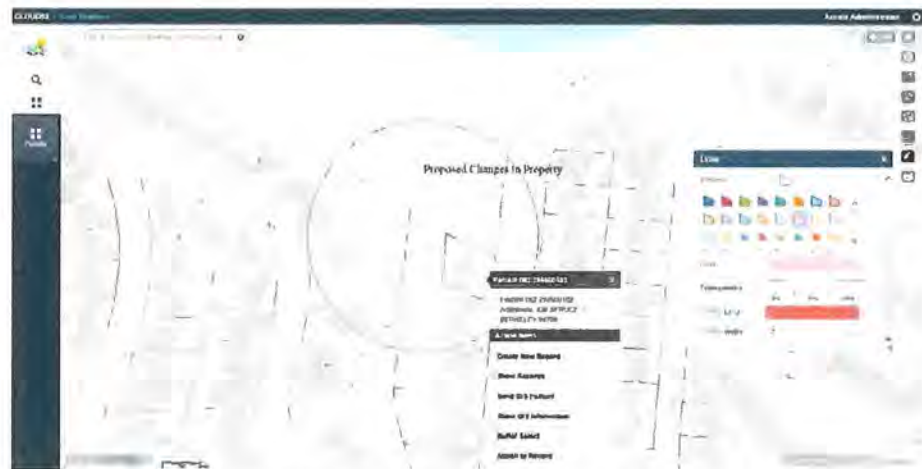


Exhibit 6: Redlining in Accela GIS

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT G

CLOUD SERVICE PROVIDER CHECKLIST

Title:

Date:

Compliance	Audit Planning	CO-01	CO-01.1	Do you produce audit assertions using a structured, industry accepted format (ex. CloudAudit/A6 URI Ontology, CloudTrust, SCAP/CYBEX, GRC XML, ISACA's Cloud Computing Management Audit/Assurance Program, etc.)?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Audit and Accountability (AU) security controls.	
Compliance	Independent Audits	CO-02	CO-02.1	Do you allow (describe/explain/attach/embed associated documents) tenants to view your SAS70 Type II/SSAE 16 SOC2/ISAE3402/ISO27001:2005 or similar third party audit reports?	<p>Yes. Accela makes the following reports available to clients and potentia clients with NDA's on file for their review:</p> <ul style="list-style-type: none"> • SSAE 16/SOC 2 • PCI AOC • NIST 800-53 Controls Status and POAM summary for any remediation efforts that may be in progress at the time. 	
Compliance			CO-02.2	Do you conduct (describe/explain/attach/embed associated documents) network penetration tests of your cloud service infrastructure regularly as prescribed by industry best practices and guidance?		Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly.
Compliance			CO-02.3	Do you conduct (describe/explain/attach/embed associated documents) regular application penetration tests of your cloud infrastructure as prescribed by industry best practices and guidance?		Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly.
Compliance			CO-02.4	Do you conduct (describe/explain/attach/embed associated documents) internal audits regularly as prescribed by industry best practices and guidance?		Yes. External SSAE 16/SOC 2 and PCI audits are completed annually. External NIST 800-53 audits are completed bi-annually. Accela has an internal audit function that is continuously reviewing compliance with specific control families.

Compliance			CO-02.5	Do you conduct (describe/explain/attach/embed associated documents) external audits regularly as prescribed by industry best practices and guidance?	Yes. External SSAE 16/SOC 2 and PCI audits are completed annually. External NIST 800-53 audits are completed bi-annually. Accela has an internal audit function that is continuously reviewing compliance with specific control families.
Compliance			CO-02.6	Are the results of the network penetration tests available to tenants at their request?	No, due to the sensitive nature of this information. However, result summaries and remediation plans are available for client review.
Compliance			CO-02.7	Are the results of internal and external audits available to tenants at their request?	No, due to the sensitive nature of this information. However, result summaries and remediation plans are available for client review.
Compliance	Third Party Audits	CO-03	CO-03.1	Do you permit tenants to perform independent vulnerability assessments?	No. Due to the instability this may cause in shared tenant environment, this activity is carefully planned and coordinated by Accela.
Compliance			CO-03.2	Do you have (describe/explain/attach/embed associated documents) external third-party conduct vulnerability scans and periodic penetration tests on your applications and networks?	Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly.
Compliance	Contact / Authority Maintenance	CO-04	CO-04.1	Do you maintain liaisons and points of contact with local authorities in accordance with contracts and appropriate regulations?	Yes. Accela maintains contact with various parties associated with NIST 800-53, PCI-DSS and SSAE 16 compliance regulations.
Compliance	Information System Regulatory Mapping	CO-05	CO-05.1	Do you have (describe/explain/attach/embed associated documents) the ability to logically segment or encrypt customer data such that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?	Yes. Tenants are logically segmented at the database attribute level.

			CO-05.2	Do you have (describe/explain/attach/embed associated documents) capability to logically segment and recover data for specific customer in the case of a failure or data loss?	Yes. Tenants are logically segmented at the database attribute level. Procedures are in place for tenant data restoration.
Compliance	Intellectual Property	CO-06	CO-06.1	Do you have (describe/explain/attach/embed associated documents) policies and procedures in place describing what controls you have in place to protect tenants intellectual property?	Yes. Accela has several policies that address confidentiality, integrity and availability of client data.
Compliance	Intellectual Property	CO-07	CO-07.1	If utilization of tenants services housed in the cloud is mined for cloud provider benefit, are the tenants IP rights preserved?	Accela does not mine client data.
Compliance	Intellectual Property	CO-08	CO-08.1	If utilization of tenants services housed in the cloud is mined for cloud provider benefit, do you provide (describe/explain/attach/embed associated documents) tenants the ability to opt-out?	Accela does not mine client data.
Data Governance					
Data Governance	Ownership / Stewardship	DG-01	DG-01.1	Do you follow (describe/explain/attach/embed associated documents) a structured data-labeling standard (ex. ISO 15489, Oasis XML Catalog Specification, CSA data type guidance)?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.

Data Governance	Classification	DG-02	DG-02.1	Do you provide (describe/explain/attach/embed associated documents) a capability to identify virtual machines via policy tags/metadata (ex. Tags can be used to limit guest operating systems from booting/instantiating/transporting data in the wrong country, etc.)?	No, however, platform instantiation is carefully managed and monitored.
Data Governance			DG-02.2	Do you provide (describe/explain/attach/embed associated documents) a capability to identify hardware via policy tags/metadata/hardware tags (ex. TXT/TPM, VN-Tag, etc.)?	Yes. All hardware is tracked as part of asset management.
Data Governance			DG-02.3	Do you have (describe/explain/attach/embed associated documents) a capability to use system geographic location as an authentication factor?	No.
Data Governance			DG-02.4	Can you provide (describe/explain/attach/embed associated documents) the physical location/geography of storage of a tenant's data upon request?	Yes. All data is housed in the continental United States in either our East or West Coast data centers.
Data Governance			DG-02.5	Do you allow (describe/explain/attach/embed associated documents) tenants to define acceptable geographical locations for data routing or resource instantiation?	No. Accela carefully selects geographical locations for services and data based on numerous factors, including throughput associated with physical distance and client load patterns.
Data Governance	Handling / Labeling / Security Policy	DG-03	DG-03.1	Are Policies and procedures established for labeling, handling and security of data and objects, which contain data?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.

Data Governance			DG-03.2	Are mechanisms for label inheritance implemented for objects that act as aggregate containers for data?	<p>Applications do not use data labeling.</p> <p>Although Public or private/sensitive data are implied during system implementation/configuration, it is which controlled by access rights.</p> <p>At the application level, 'sensitive data' is managed by leveraging hashing & encryption algorithms.</p> <p>No labeling is used at the database level.</p>
Data Governance	Retention Policy	DG-04	DG-04.1	Do you have (describe/explain/attach/embed associated documents) technical control capabilities to enforce tenant data retention policies?	<p>Accela does not delete or archive client data. Clients have the capability, via the user interface or a special Services request, to delete and archive data.</p> <p>Yes. Accela does not grant requests for client data from 3rd parties or governments unless required by written subpoena.</p>
Data Governance			DG-04.2	Do you have (describe/explain/attach/embed associated documents) a documented procedure for responding to requests for tenant data from governments or third parties?	
Data Governance	Secure Disposal	DG-05	DG-05.1	Do you support (describe/explain/attach/embed associated documents) secure deletion (ex. degaussing / cryptographic wiping) of archived data as determined by the tenant?	Data is deleted but no extra steps to wipe slack space are taken. That data is reclaimed and used by other DB segments as part of normal processing.
Data Governance			DG-05.2	Can you provide (describe/explain/attach/embed associated documents) a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of tenant data once a customer has exited your environment or has vacated a resource?	Data is deleted but no extra steps to wipe slack space are taken. That data is reclaimed and used by other DB segments as part of normal processing.

Data Governance	Nonproduction Data	DG-06	DG-06.1	Do you have (describe/explain/attach/embed associated documents) procedures in place to ensure production data shall not be replicated or used in non-production environments?	Yes. Accela has policies in place prohibiting the exporting of production data to non-production environments with the exception of using sanitized production data for testing and troubleshooting purposes.
Data Governance	Information Leakage	DG-07	DG-07.1	Do you have (describe/explain/attach/embed associated documents) controls in place to prevent data leakage or intentional/accidental compromise between tenants in a multi-tenant environment?	Yes.
Data Governance			DG-07.2	Do you have (describe/explain/attach/embed associated documents) a Data Loss Prevention (DLP) or extrusion prevention solution in place for all systems which interface with your cloud service offering?	Yes.
Data Governance	Risk Assessments	DG-08	DG-08.1	Do you provide (describe/explain/attach/embed associated documents) security control health data in order to allow tenants to implement industry standard Continuous Monitoring (which allows continual tenant validation of your physical and logical control status?)	Security & Compliance control status information is available to all clients upon request.

Facility Security

Facility Security	Policy	FS-01	FS-01.1	Can you provide (describe/explain/attach/embed associated documents) evidence that policies and procedures have been established for maintaining a safe and secure working environment in offices, rooms, facilities and secure areas?	Yes. Accela enforces policies and standards that comply with the NIST 800-53 family of controls.
Facility Security	User Access	FS-02	FS-02.1	Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background verification?	Yes. Per Accela Background Check policy, background checks are conducted on all permanent employees and contractors.
Facility Security	Controlled Access Points	FS-03	FS-03.1	Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) implemented?	Yes. All data centers and work areas have standard physical controls in place. Data centers comply with SSAE 16 compliance.
Facility Security	Secure Area Authorization	FS-04	FS-04.1	Do you allow (describe/explain/attach/embed associated documents) tenants to specify which of your geographic locations their data is allowed to traverse into/out of (to address legal jurisdictional considerations based on where data is stored vs. accessed)?	No. Accela carefully selects geographical locations for services and data based on numerous factors, including throughput associated with physical distance and client-load patterns.

Facility Security	Unauthorized Persons Entry	FS-05	FS-05.1	Are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises monitored, controlled and isolated from data storage and process?	Yes. Accela enforces policies and standards that comply with the NIST 800-53 family of controls.
Facility Security	Offsite Authorization	FS-06	FS-06.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation that describes scenarios where data may be moved from one physical location to another? (ex. Offsite backups, business continuity failovers, replication)	Yes. Accela enforces policies and standards that comply with NIST 800-53, Physical and Environmental Protection (PE) security controls.
Facility Security	Offsite equipment	FS-07	FS-07.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation describing your policies and procedures governing asset management and repurposing of equipment?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.
Facility Security	Asset Management	FS-08	FS-08.1	Do you maintain a complete inventory of all of your critical assets, which includes ownership of the asset?	Yes All critical assets are maintained in the Configuration Management Database (CMDB) and updated through the use of Accela's Change Management process.
Facility Security			FS-08.2	Do you maintain a complete inventory of all of your critical supplier relationships?	
Human Resources Security					
Human Resources Security	Background Screening	HR-01	HR-01.1	Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background verification? What is checked during the background verification?	Yes. Per Accela Background Check policy, background checks are conducted on all permanent employees and contractors.
	Employment Agreements	HR-02	HR-02.1	Do you specifically train your employees regarding their role vs.	Yes. All Accela employees are required to participate in required, annual Security and Compliance awareness classes.

Human Resources Security				the tenant's role in providing information security controls?	Yes. This is systematically captured in our centralized training system.
			HR-02.2	Do you document employee acknowledgment of training they have completed?	
Human Resources Security	Employment Termination	HR-03	HR-03.1	Are Roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented and communicated?	Yes.
Information Security					
Information Security	Management Program	IS-01	IS-01.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation describing your Information Security Management Program (ISMP)?	Yes. Various security and compliance artifacts, including security control status, Plaon of Action and Milestones (POAM), and various types of complainece reports or attestation of compliance (AOC) are available upon request
Information Security	Management Support / Involvement	IS-02	IS-02.1	Are policies (describe/explain/attach/embed associated documents) in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment and verification of assignment execution?	Yes. Accela publishes and maintains and Information Technology and Security Standards documentation that is distributed to all applicable team members. Executive management reviews and approves security and compliance roadmaps and POAMS.
Information Security	Policy	IS-03	IS-03.1	Do your information security and privacy policies align with particular	Yes. They are aligned with NIST 800-53, PCI and SSAE 16 controls.

				industry standards (ISO-27001, ISO-22307, CoBIT, etc.)?	
			IS-03.2	Do you have (describe/explain/attach/embed associated documents) agreements, which ensure your providers adhere to your information security and privacy policies?	Yes. Accela has Interconnect Agreements in place.
			IS-03.3	Can you provide (describe/explain/attach/embed associated documents) evidence of due diligence mapping of your controls, architecture and processes to regulations and/or standards?	Yes. Detailed control status and POAM's are available upon request.
Information Security	Baseline Requirements	IS-04	IS-04.1	Do you have (describe/explain/attach/embed associated documents) documented information security baselines for every component of your infrastructure (ex. Hypervisors, operating systems, routers, DNS servers, etc.)?	Yes. Baselines are documented for critical components. These baselines are reviewed and potentially adjusted annually.
Information Security			IS-04.2	Do you have (describe/explain/attach/embed associated documents) a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?	Yes. Accela's internal audit function regularly audits security controls and reports results, which consequently transition into a Plan of Action and Milestone (POAM).
Information Security			IS-04.3	Do you allow (describe/explain/attach/embed associated documents) your clients to provide their own trusted virtual machine image to ensure conformance to their own internal standards?	No.
Information Security	Policy Reviews	IS-05	IS-05.1	Do you notify your tenants when you make material changes to your information security and/or privacy policies?	No. However, Accela's security and compliance status are readily available for client review.

Information Security	Policy Enforcement	IS-06	IS-06.1	Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?	Yes. This is specifically managed Human Resources and the resource manager.
Information Security			IS-06.2	Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures?	
Information Security	User Access Policy	IS-07	IS-07.1	Do you have (describe/explain/attach/embed associated documents) controls in place ensuring timely removal of systems access, which is no longer required for business purposes?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Access Control (AC) security controls.
Information Security			IS-07.2	Do you provide (describe/explain/attach/embed associated documents) metrics that track the speed with which you are able to remove systems access which is no longer required for business purposes?	

Information Security	User Access Restriction / Authorization	IS-08	IS-08.1	Do you document how you grant and approve access to tenant data?	Internal access requests from Accela team members is reviewed through the use of the change management process and explicit approval is required by the Change Management Review Board (CMRB). All change management activity is recorded using an enterprise change management tool.
Information Security			IS-08.2	Do you have (describe/explain/attach/embed associated documents) a method of aligning provider and tenant data classification methodologies for access control purposes?	Yes. Accela adhered to a data classification methodology.
Information Security	User Access Revocation	IS-09	IS-09.1	Is timely de-provisioning, revocation or modification of user access to the organizations systems, information assets and data implemented upon any change in status of employees, contractors, customers, business partners or third parties?	Yes. Timely deactivation of accounts is governed by policy.
Information Security			IS-09.2	Is any change in status intended to include termination of employment, contract or agreement, change of employment or transfer within the organization?	Yes. Status changes requiring access review include termination, role change or department transfer.
Information Security	User Access Reviews	IS-10	IS-10.1	Do you require at least annual certification of entitlements for all system users and administrators	Yes. Accela adhered to bi-annual and annual policy, procedure and standards review, which includes entitlements.

				(exclusive of users maintained by your tenants)?	Yes. The incident and change management processes are used.
Information Security			IS-10.2	If users are found to have inappropriate entitlements, are all remediation and certification actions recorded?	Yes.
Information Security			IS-10.3	Will you share user entitlement remediation and certification reports with your tenants, if inappropriate access may have been allowed to tenant data?	
Information Security	Training / Awareness	IS-11	IS-11.1	Do you provide (describe/explain/attach/embed associated documents) or make available a formal security awareness training program for cloud-related access and data management issues (i.e., multi-tenancy, nationality, cloud delivery model segregation of duties implications, and conflicts of interest) for all persons with access to tenant data?	Yes. All Accela employees are required to participate in required, annual Security and Compliance awareness classes.
Information Security			IS-11.2	Are administrators and data stewards properly educated on their legal responsibilities with regard to security and data integrity?	
Information Security	Industry Knowledge / Benchmarking	IS-12	IS-12.1	Do you participate in industry groups and professional associations related to information security?	Yes. Some of the groups Accela is associated with are ISACA, (ISC) ² , NIST, US-Cert.
			IS-12.2	Do you benchmark your security controls against industry standards?	Yes. NIST 800-53 and PCI are reviewed on a continuous basis by our internal audit team for compliance. External audits are conducted annually.
Information Security	Roles / Responsibilities	IS-13	IS-13.1	Do you provide (describe/explain/attach/embed associated documents) tenants with a role definition document clarifying your administrative responsibilities vs. those of the tenant?	Yes.

Information Security	Management Oversight	IS-14	IS-14.1	Are Managers responsible for maintaining awareness of and complying with security policies, procedures and standards that are relevant to their area of responsibility?	Yes. Security policies and procedures are reviewed annually with managers. Managers are expected to disseminate relevant information to staff.
Information Security	Segregation of Duties	IS-15	IS-15.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation on how you maintain segregation of duties within your cloud service offering?	Yes. Information is available upon request.
Information Security	User Responsibility	IS-16	IS-16.1	How are users made aware of their responsibilities for maintaining awareness and compliance with published security policies, procedures, standards and applicable regulatory requirements?	Accela uses the Security and Compliance awareness program to achieve this goal. Additionally, meetings are held on as needed basis to review policies with stakeholders, especially if material changes have been made to these documents.
Information Security			IS-16.2	How are users made aware of their responsibilities for maintaining a safe and secure working environment?	Accela uses the Security and Compliance awareness program to achieve this goal.
Information Security			IS-16.3	How are users made aware of their responsibilities for leaving unattended equipment in a secure manner?	Accela communicates these requirements through the on-boarding process and is governed by security policies.
Information Security	Workspace	IS-17	IS-17.1	Do your data management policies and procedures address tenant and service level conflicts of interests?	Although this is not explicitly addressed within our policies, however, Accela is committed to remediating any SLA/service conflicts with our clients. To date, this has not been an area of contention or conflict with our clients.
Information Security			IS-17.2	Do your data management policies and procedures include a tamper audit or software integrity function for unauthorized access to tenant data?	Yes. Data integrity algorithms are enforced. Log activity is also monitored on a periodic basis.
Information Security			IS-17.3	Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the	Yes. Baselines are defined and used to detect changes to the build/configuration of the VM's

				build/configuration of the virtual machine?	
Information Security	Encryption	IS-18	IS-18.1	Do you have (describe/explain/attach/embed associated documents) a capability to allow creation of unique encryption keys per tenant?	Encryption keys are not unique per tenant.
Information Security			IS-18.2	Do you support (describe/explain/attach/embed associated documents) tenant generated encryption keys or permit tenants to encrypt data to an identity without access to a public key certificate. (E.g. Identity based encryption)?	No. This is not practical in a multi-tenant environment with shared data stores.
Information Security	Encryption Key Management	IS-19	IS-19.1	Do you encrypt tenant data at rest (on disk/storage) within your environment?	Yes. Data at rest and in transit are encrypted.
Information Security			IS-19.2	Do you leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances?	Yes.
Information Security			IS-19.3	Do you have (describe/explain/attach/embed associated documents) a capability to manage encryption keys on behalf of tenants?	Yes.
Information Security			IS-19.4	Do you maintain key management procedures?	Yes. This is integrated into Accela Information Technology and Security Standards.
Information Security	Vulnerability / Patch Management	IS-20	IS-20.1	Do you conduct (describe/explain/attach/embed associated documents) network-layer vulnerability scans regularly as prescribed by industry best practices?	Yes. This is conducted on a monthly basis.
Information Security			IS-20.2	Do you conduct (describe/explain/attach/embed associated documents) application-layer vulnerability scans regularly as	Yes. This is conducted on an annual basis or as deemed necessary due to signifincat changes.

				prescribed by industry best practices?	
Information Security			IS-20.3	Do you conduct (describe/explain/attach/embed associated documents) local operating system-layer vulnerability scans regularly as prescribed by industry best practices?	Yes. This is conducted on a monthly basis.
Information Security			IS-20.4	Will you make the results of vulnerability scans available to tenants at their request?	High-level summary of findings, along with general remediation plans may be made available to tenants upon request. Detailed vulnerability scan and penetration test results are general not available due to the sensitive nature of this information.
Information Security			IS-20.5	Do you have (describe/explain/attach/embed associated documents) a capability to rapidly patch vulnerabilities across all of your computing devices, applications, and systems?	Yes. This is systematically performed on a regular basis.
Information Security			IS-20.6	Will you provide your risk-based systems patching timeframes to your tenants upon request?	Yes.
Information Security	Antivirus / Malicious Software	IS-21	IS-21.1	Do you have (describe/explain/attach/embed associated documents) anti-malware programs installed on all systems that support your cloud service offerings?	Yes. These programs are updated on a regular basis.
Information Security			IS-21.2	Do you ensure that security threat detection systems that use signatures, lists, or behavioral patterns are updated across all infrastructure components within industry accepted timeframes?	Accela has IDS capabilities deployed in a limited fashion. Accela's IDS capabilities is currently under review. The goal is to define an enterprise strategy across all data centers., m.
Information Security	Incident Management	IS-22	IS-22.1	Do you have (describe/explain/attach/embed associated documents) a documented security incident response plan?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Incident Response (IR) security controls.

Information Security			IS-22.2	Do you integrate customized tenant requirements into your security incident response plans?	Accela is committed to continuous improvement of the IR processes and welcomes client feedback that may be incorporated as enterprise standards.
Information Security			IS-22.3	Do you publish a roles and responsibilities document specifying what you vs. your tenants are responsible for during security incidents?	Tennant responsibilities are not included yet. This will be considered in the roles and responsibilities section of a future version of the IR policy.
Information Security	Incident Reporting	IS-23	IS-23.1	Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?	Yes. BI tools are used against the merged results to conduct analysis and generate trending data.
Information Security			IS-23.2	Does your logging and monitoring framework allow isolation of an incident to specific tenants?	Yes.
Information Security	Incident Response Legal Preparation	IS-24	IS-24.1	Does your incident response plan comply with industry standards for legally admissible chain-of-custody management processes & controls?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Incident Response (IR) security controls.
Information Security			IS-24.2	Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques?	Yes.
Information Security			IS-24.3	Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific tenant without freezing other tenant data?	Yes. Point in time archives may be completed for this purpose.
Information Security			IS-24.4	Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas?	Yes. Tenant data separation is accomplished through the use of logical controls.
Information Security	Incident Response Metrics	IS-25	IS-25.1	Do you monitor and quantify the types, volumes, and impacts on all information security incidents?	Yes. The IR lifecycle includes, identification, validation, impact analysis and after-incident debriefs.
Information Security			IS-25.2	Will you share statistical information security incident data with your tenants upon request?	Yes.

Information Security	Acceptable Use	IS-26	IS-26.1	Do you provide (describe/explain/attach/embed associated documents) documentation regarding how you may utilize or access tenant data and/or metadata?	Yes. Accela discloses how it uses tenant data. Tennat data is not sold or shared with external entities unles required by law.
Information Security			IS-26.2	Do you collect or create metadata about tenant data usage through the use of inspection technologies (search engines, etc.)?	Yes. This is mainly done to help with product and feature roadmaps.
Information Security			IS-26.3	Do you allow (describe/explain/attach/embed associated documents) tenants to opt-out of having their data/metadata accessed via inspection technologies?	No, since this is performed strictly for Accela-internal use and to help improve the product.
Information Security	Asset Returns	IS-27	IS-27.1	Are systems in place to monitor for privacy breaches and notify tenants expeditiously if a privacy event may have affected their data?	Yes.
Information Security			IS-27.2	Is your Privacy Policy aligned with industry standards? What standards are they aligned to?	Yes. Nist 800-53 security and privacy controls.
Information Security	e-commerce Transactions	IS-28	IS-28.1	Do you provide (describe/explain/attach/embed associated documents) open encryption methodologies (3.4ES, AES, etc.) to tenants in order for them to protect their data if it is required to traverse public networks? (ex. the Internet)	Yes.

Information Security			IS-28.2	Do you utilize open encryption methodologies any time your infrastructure components need to communicate to each other over public networks (ex. Internet-based replication of data from one environment to another)?	Yes.
Information Security	Audit Tools Access	IS-29	IS-29.1	Do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)	Yes. Only select roles are granted access to these coponents.
Information Security	Diagnostic / Configuration Ports Access	IS-30	IS-30.1	Do you utilize dedicated secure networks to provide management access to your cloud service infrastructure?	Yes.
Information Security	Network / Infrastructure Services	IS-31	IS-31.1	Do you collect capacity and utilization data for all relevant components of your cloud service offering?	Yes. Capacity planning and utilization reports are internally monitored to provide clients with adequate support and resources. This information may be made available upon request.
Information Security			IS-31.2	Do you provide (describe/explain/attach/embed associated documents) tenants with capacity planning and utilization reports?	

Information Security	Portable / Mobile Devices	IS-32	IS-32.1	Are policies (describe/explain/attach/embed associated documents) and procedures established and measures implemented to strictly limit access to sensitive data from portable and mobile devices, such as laptops, cell phones, and personal digital assistants (PDAs), which are generally higher-risk than non-portable devices (e.g., desktop computers at the provider organization's facilities)?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.
Information Security	Source Code Access Restriction	IS-33	IS-33.1	Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only?	Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis.
Information Security			IS-33.2	Are controls in place to prevent unauthorized access to tenant application, program or object source code, and assure it is restricted to authorized personnel only?	Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis.
Information Security	Utility Programs Access	IS-34	IS-34.1	Are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored?	Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis.
Information Security			IS-34.2	Do you have (describe/explain/attach/embed associated documents) a capability to detect attacks which target the virtual infrastructure directly (ex. shimming, Blue Pill, Hyper jumping, etc.)?	The virtual infrastructure is not a component of the presentation layer. ESXi firewalls are in place with limited open ports. ESXi 6 hardening methods are generally used which serve as preventative measures against threats such as "blue pill".

Information Security			IS-34.3	Are attacks that target the virtual infrastructure prevented with technical controls?	Yes.
Legal					
Legal	Nondisclosure Agreements	LG-01	LG-01.1	Are requirements for non-disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details identified, documented and reviewed at planned intervals?	Yes, these items are documented and reviewed on planned intervals.
Legal	Third Party Agreements	LG-02	LG-02.1	Do you select and monitor outsourced providers to verify that they comply with laws in the country where the data is processed and stored and transmitted?	Legal places requirements in contracts that are passed through for these types of data issues, and our provides comply. Yes, we address for Canada and the United States. The Mideast and SOPAC are managed separately. Yes, legal reviews.
Legal			LG-02.2	Do you select and monitor outsourced providers in compliance with laws in the country where the data originates?	
Legal			LG-02.3	Does legal counsel review all third party agreements?	
Operations Management					
Operations Management	Policy	OP-01	OP-01.1	Are policies (describe/explain/attach/embed associated documents) and procedures established and made available for all personnel to adequately support services operations roles?	Yes. Polcies and standards are periodically reviewed with personnel and are also made available post-review.

Operations Management	Documentation	OP-02	OP-02.1	Are Information system documentation (e.g., administrator and user guides, architecture diagrams, etc.) made available to authorized personnel to ensure configuring, installing, and operating the information system is completed and performed correctly?	Yes. System documentation is periodically reviewed with personnel and are also made available post-review. Security baselines have been established and incorporated into Information Technology and Security standards.
Operations Management	Capacity / Resource Planning	OP-03	OP-03.1	Do you provide (describe/explain/attach/embed associated documents) documentation regarding what levels of system (network, storage, memory, I/O, etc.) oversubscription you maintain and under what circumstances/scenarios?	No.
Operations Management			OP-03.2	Do you restrict use of the memory oversubscription capabilities present in the hypervisor?	Yes, however, these limits are usually not reached.
Operations Management	Equipment Maintenance	OP-04	OP-04.1	If using virtual infrastructure, does your cloud solution include hardware independent restore and recovery capabilities?	Yes.
Operations Management			OP-04.2	If using virtual infrastructure, Do you provide (describe/explain/attach/embed associated documents) tenants with a capability to restore a Virtual Machine to a previous state in time?	Tenant data may be restored to particular point in time.
Operations Management			OP-04.3	If using virtual infrastructure, Do you allow (describe/explain/attach/embed associated documents) virtual	No. This is shared environment with multiple tenants.

			machine images to be downloaded and ported to a new cloud provider?	
Operations Management		OP-04.4	If using virtual infrastructure, are machine images made available to the customer in a way that would allow the customer to replicate those images in their own off-site storage location?	No.
Operations Management		OP-04.5	Does your cloud solution include software / provider independent restore and recovery capabilities?	Yes.

Risk Management

Risk Management	Program	RI-01	RI-01.1	Is your organization insured by a 3rd party for losses?	We do provide downtime credits for unplanned unavailability for Subscription/Hosting per those standard agreements.
Risk Management			RI-01.2	Do your organization's service level agreements provide tenant remuneration for losses they may incur due to outages or losses experienced within your infrastructure?	
Risk Management	Assessments	RI-02	RI-02.1	Are formal risk assessments aligned with the enterprise-wide framework and performed at least annually, or at planned intervals, determining the likelihood and impact of all identified risks, using qualitative and quantitative methods?	Yes. Risk assesmenst are conducted in tandem with internal, external audits.
Risk Management			RI-02.2	Is the likelihood and impact associated with inherent and residual risk determined independently, considering all risk categories (e.g., audit results, threat and vulnerability analysis, and regulatory compliance)?	Yes, but not using formal methods.

Risk Management	Mitigation / Acceptance	RI-03	RI-03.1	Are risks mitigated to acceptable levels based on company-established criteria in accordance with reasonable resolution time frames?	Yes. In areas where company-wide criteria is not pre-defined, management reviews risks on an as-needed basis.
		RI-03	RI-03.2	Is remediation conducted at acceptable levels based on company-established criteria in accordance with reasonable time frames?	Yes. In areas where company-wide criteria is not pre-defined, management reviews remediation plans and residual risk on an as-needed basis.
Risk Management	Business / Policy Change Impacts	RI-04	RI-04.1	Do risk assessment results include updates to security policies, procedures, standards and controls to ensure they remain relevant and effective?	Risk assessments are evaluation and consequently, a remediation plan is developed and managed to completion. Annual reviews are conducted to maintain relevance with policies and standards.
Risk Management	Third Party Access	RI-05	RI-05.1	Do you provide (describe/explain/attach/embed associated documents) multi-failure disaster recovery capability?	Yes this is included in Accela's Business Continuity Plan (BCP).
			RI-05.2	Do you monitor service continuity with upstream providers in the event of provider failure?	Accela works closely with service providers during and post incident activity.
			RI-05.3	Do you have (describe/explain/attach/embed associated documents) more than one provider for each service you depend on?	Yes for infrastructure, critical components and services.
			RI-05.4	Do you provide (describe/explain/attach/embed associated documents) access to operational redundancy and continuity summaries that include the services on which you depend?	Yes, upon request.
			RI-05.5	Do you provide (describe/explain/attach/embed associated documents) the ability to declare a disaster?	No, however, the client may be a key stakeholder to validate a declaration of a disaster depending the extent, location and impact of such an event.

		RI-05.6	Do you provide (describe/explain/attach/embed associated documents) a tenant triggered failover option?	No. Failover options are managed by Accela personnel.
		RI-05.7	Do you share your business continuity and redundancy plans with your tenants?	Yes upon request.

Release Management

Release Management	New Development / Acquisition	RM-01	RM-01.1	Are policies (describe/explain/attach/embed associated documents) and procedures established for management authorization for development or acquisition of new applications, systems, databases, infrastructure, services, operations, and facilities?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Service Acquisition (SA) security controls.
Release Management	Production Changes	RM-02	RM-02.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation which describes your production change management procedures and their roles/rights/responsibilities within it?	Yes, upon request
Release Management	Quality Testing	RM-03	RM-03.1	Do you provide (describe/explain/attach/embed associated documents) your tenants with documentation which describes your quality assurance process?	Yes, upon request.
Release Management	Outsourced Development	RM-04	RM-04.1	Do you have (describe/explain/attach/embed associated documents) controls in place to ensure that standards of	Yes. They are available for review upon request.

				quality are being met for all software development?	Yes. Detailed code walk-throughs are part of our security review process.
Release Management			RM-04.2	Do you have (describe/explain/attach/embed associated documents) controls in place to detect source code security defects for any outsourced software development activities?	
Release Management	Unauthorized Software Installations	RM-05	RM-05.1	Do you have (describe/explain/attach/embed associated documents) controls in place to restrict and monitor the installation of unauthorized software onto your systems?	Yes. This is governed by policy. Additionally, periodic review of software and system configurations (bi-annual and annual, depending on the subject area).
Resiliency					
Resiliency	Management Program	RS-01	RS-01.1	Are Policy, process and procedures defining business continuity and disaster recovery in place to minimize the impact of a realized risk event and properly communicated to tenants?	Yes. Accela has Business Continuity Process (BCP) and Disaster Recovery (DR) plans enforce.
Resiliency	Impact Analysis	RS-02	RS-02.1	Do you provide (describe/explain/attach/embed associated documents) tenants with ongoing visibility and reporting into your operational Service Level Agreement (SLA) performance?	Yes. This is available upon request.
Resiliency			RS-02.2	Do you make standards-based information security metrics (CSA, CAMM, etc.) available to your tenants?	This capability is currently under development.

Resiliency			RS-02.3	Do you provide (describe/explain/attach/embed associated documents) customers with ongoing visibility and reporting into your SLA performance?	Yes. This is available upon request.
Resiliency	Business Continuity Planning	RS-03	RS-03.1	Do you provide (describe/explain/attach/embed associated documents) tenants with geographically resilient hosting options?	Yes. Accela has established a DR plan that includes a geographically, separate DR data center.
Resiliency			RS-03.2	Do you provide (describe/explain/attach/embed associated documents) tenants with infrastructure service failover capability to other providers?	Accela manages all infrastructure failover capabilities, including ones associated with services provided by other providers.
Resiliency	Business Continuity Testing	RS-04	RS-04.1	Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness?	Yes. Accela tests a variety of plans on an annual basis, including Incident Response and related plans such as BCP and DR.
Resiliency	Environmental Risks	RS-05	RS-05.1	Is physical protection against damage from natural causes and disasters as well as deliberate attacks anticipated, designed and countermeasures applied?	Yes. This is incorporated in Accela's Business Continuity Plan (BCP).
Resiliency	Equipment Location	RS-06	RS-06.1	Are any of your datacenters located in places which have a high probability/occurrence of high-impact environmental risks (floods, tornadoes, earthquakes, hurricanes, etc.)?	No. Accela has taken great care in selecting production and disaster recovery data centers.

Resiliency	Equipment Power Failures	RS-07	RS-07.1	Are Security mechanisms and redundancies implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)?	Yes. Comprehensive power redundancy is in place.
Resiliency	Power / Telecommunications	RS-08	RS-08.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation showing the transport route of their data between your systems?	Not usually, however, this is an area that may be revisited especially in the context of a related incident. All network traffic is constrained to continental United States.
Resiliency			RS-08.2	Can Tenants define how their data is transported and through which legal jurisdiction?	No. All network traffic is constrained to continental United States.

Security Architecture

Security Architecture	Customer Access Requirements	SA-01	SA-01.1	Are all identified security, contractual and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets and information systems?	Yes.
Security Architecture	User ID Credentials	SA-02	SA-02.1	Do you support (describe/explain/attach/embed associated documents) use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?	Not at the moment, however, this is actively being pursued and it is on the product roadmap.
Security Architecture			SA-02.2	Do you use open standards to delegate authentication capabilities to your tenants?	Yes.
Security Architecture			SA-02.3	Do you support (describe/explain/attach/embed associated documents) identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?	Not at the moment, however, this is actively being pursued and it is on the product roadmap.
Security Architecture			SA-02.4	Do you have (describe/explain/attach/embed associated documents) a Policy Enforcement Point capability (ex.	Accela uses Active Directory (AD).

				XACML) to enforce regional legal and policy constraints on user access?	Although role-based identity management is in place, it is not done systematically, yet. Not at the moment, however, this is actively being pursued and it is on the product roadmap.
Security Architecture			SA-02.5	Do you have (describe/explain/attach/embed associated documents) an identity management system in place which enables both role-based and context-based entitlement to data (enables classification of data for a tenant)?	Agency administrators can restrict users in the system to groups which have different levels of functionality and access.
Security Architecture			SA-02.6	Do you provide (describe/explain/attach/embed associated documents) tenants with strong (multifactor) authentication options (digital certs, tokens, biometric, etc.) for user access?	Not in the hosted environment.
Security Architecture			SA-02.7	Do you allow (describe/explain/attach/embed associated documents) tenants to use third party identity assurance services?	We don't have any in the hosted environment using this. SSO adapters in an on-premise setting may provide that depending on the use case.
Security Architecture	Data Security / Integrity	SA-03	SA-03.1	Is your Data Security Architecture designed using an industry standard? (ex. CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP CAESARS)	We are working towards a FISMA (NIST 800-53) compliancy audit date 10/16.

Security Architecture	Application Security	SA-04	SA-04.1	Do you utilize industry standards (Build Security in Maturity Model [BSIMM] Benchmarks, Open Group ACS Trusted Technology Provider Framework, NIST, etc.) to build-in security for your Systems/Software Development Lifecycle (SDLC)?	We are working towards a FISMA (NIST800-53) compliancy audit date 10/16. HP Webinspect is used during the development process to detect issues.
Security Architecture			SA-04.2	Do you utilize an automated source-code analysis tool to detect code security defects prior to production?	
Security Architecture			SA-04.3	Do you verify that all of your software suppliers adhere to industry standards for Systems/Software Development Lifecycle (SDLC) security?	
Security Architecture	Data Integrity	SA-05	SA-05.1	Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?	There is basic data input validation. Additionally, administrators can create custom expressions for other types of extended validation.
Security Architecture	Production / Nonproduction Environments	SA-06	SA-06.1	For your SaaS or PaaS offering, Do you provide (describe/explain/attach/embed associated documents) tenants with separate environments for production and test processes?	Yes, each tenant gets two other environments (support, test) along with production. Yes, our Customer Support and Services teams can help with these.
Security Architecture			SA-06.2	For your IaaS offering, Do you provide (describe/explain/attach/embed associated documents) tenants with guidance on how to create suitable production and test environments?	

Security Architecture	Remote User Multifactor Authentication	SA-07	SA-07.1	Is multi-factor authentication required for all remote user access?	Yes
Security Architecture	Network Security	SA-08	SA-08.1	For your IaaS offering, Do you provide (describe/explain/attach/embed associated documents) customers with guidance on how to create a layered security architecture equivalence using your virtualized solution?	We can provide information on network communication for all endpoints such that the architecture can be built.
Security Architecture	Segmentation	SA-09	SA-09.1	Are system and network environments logically separated to ensure Business and customer security requirements?	Yes
Security Architecture			SA-09.2	Are system and network environments logically separated to ensure compliance with legislative, regulatory, and contractual requirements?	Yes
Security Architecture			SA-09.3	Are system and network environments logically separated to ensure separation of production and non-production environments?	Yes, production and non-production environments use their own independent resources.

Security Architecture			SA-09.4	Are system and network environments logically separated to ensure protection and isolation of sensitive data?	Yes
Security Architecture	Wireless Security	SA-10	SA-10.1	Are policies (describe/explain/attach/embed associated documents), procedures established, and mechanisms implemented to protect network environment perimeter and configured to restrict unauthorized traffic?	Yes
Security Architecture			SA-10.2	Are policies (describe/explain/attach/embed associated documents) and procedures established and mechanisms implemented to ensure proper security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings, etc.)	Yes
Security Architecture			SA-10.3	Are policies (describe/explain/attach/embed associated documents) and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue)	Yes

				network devices for a timely disconnect from the network?	
Security Architecture	Shared Networks	SA-11	SA-11.1	Is access to systems with shared network infrastructure restricted to authorized personnel in accordance with security policies, procedures and standards? Networks shared with external entities shall have a documented plan detailing the compensating controls used to separate network traffic between organizations. Provide information about your plan.	Yes
Security Architecture	Clock Synchronization	SA-12	SA-12.1	Do you utilize a synchronized time-service protocol (ex. NTP) to ensure all systems have a common time reference?	Yes
Security Architecture	Equipment Identification	SA-13	SA-13.1	Is automated equipment identification used as a method of connection authentication to validate connection authentication integrity based on known equipment location?	No, equipment is not identified in an automated fashion.
Security Architecture	Audit Logging / Intrusion Detection	SA-14	SA-14.1	Are file integrity (host) and network intrusion detection (IDS) tools implemented to help facilitate timely detection, investigation by root cause analysis and response to incidents?	Yes Yes, our System Security Plan, which is used within our NIST 800-53 controls for FISMA, is evidence of our due diligence in regards to security controls.
Security Architecture			SA-14.2	Is Physical and logical user access to audit logs restricted to authorized personnel?	
Security Architecture			SA-14.3	Can you provide (describe/explain/attach/embed associated documents) evidence that due diligence mapping of regulations and standards to your	

				controls/architecture/processes has been done?	
Security Architecture	Mobile Code	SA-15	SA-15.1	Is mobile code authorized before its installation and use? Is the code configuration checked to ensure that the authorized mobile code operates according to a clearly defined security policy?	Yes
Security Architecture			SA-15.2	Is all unauthorized mobile code prevented from executing?	Yes

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT H

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".
2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.
3. Customer's subscription term commences on the date set forth in the body of the Agreement.
4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's may renew subscription as set forth in the Agreement. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term and Customer agrees to the change in pricing in writing. Any price increase will be effective at the start of the renewal term, subject to Customer's budget appropriations and approvals. No such price increase will exceed three percent (3%) of the prior term's annual pricing.
5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property, employees, and as set forth in Section 8 of this Agreement.
6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or

share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. **WARRANTIES AND DISCLAIMERS**

- 8.1 Specifications. Accela shall be responsible for the acquisition and operation of all network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of Accela. The system shall be available 24/7/365 (with agreed-upon maintenance downtime) and provide service to customer as defined in the SLC set forth in section 8.2 of this Exhibit. Subject to the limitations set forth below, Accela warrants that the Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to modify the Service so that it conforms to foregoing warranty.
- 8.2 Service Level Commitment. During the Subscription Period, Accela further warrants that the Service will meet the performance level specified in the Service Level Commitment, as made available by Accela in the Attachment A to Exhibit I. The Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Service performance level.
- 8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Accela will not be responsible to the extent failure of the Service to operate as warranted is caused by or results from: (i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of

the Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in the Service Level Commitment).

8.4 **MUTUAL INDEMNIFICATION**

8.5 Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which Accela is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) Accela providing Customer with prompt written notice of such claim; (b) Accela providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

8.6 Indemnification by Accela. Accela will defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Service, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Accela's obligations under this Section 7.2 are contingent upon: (a) Customer providing Accela with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Accela, at Accela's expense, in the defense and settlement of such claim; and (c) Accela having sole authority to defend or settle such claim. THIS SECTION 9.2 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE. Accela will have no liability under this Section 9.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by Accela, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by Accela.

8.7 Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 9.2 arises or (ii) Accela's right to provide the Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, Accela will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

- 9 **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER DURING THE SUBSCRIPTION PERIOD UNDER WHICH INCIDENT OCCURS.
- 9.1 Exclusion of Damages. NEITHER ACCELA NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT ACCELA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.
- 9.2 Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any security breach caused by any such persons, entities, or technologies.
- 9.3 Any Accela security patches for "Very High" and "High" severity level security risks will be available to customer and patched within thirty (30) days of patch availability. Accela defines a Very High severity level where the offending line or lines of code is a very serious weakness and is an easy target for an attacker. Accela defines High severity level where the offending line or lines of code have significant weakness.
- 9.4 Customer further acknowledges that the Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

9.5 Data Breach Notification:

The service provider shall inform the Customer of any unauthorized and unlawful acquisition of unencrypted personal data (“Data Breach”).

- a. Data Breach Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Data Breach with the Customer should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Data Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed Data Breach that affects the security of any Customer content that is subject to applicable Data Breach notification law, the service provider shall (1) promptly notify the appropriate Customer identified contact within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach.

9.6 Basis of Bargain. THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 10 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ACCELA AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

11. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required due to external factors including, but not necessarily limited to, Customer’s use of software or hardware not authorized by Accela; or c) Services required to resolve or work-around conditions which cannot be reproduced in Accela’s support environment.
12. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela’s obligations in accordance with these Terms.
13. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords (“Logins”) up to the number of users indicated in the Order.
14. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the “single individual” requirement described in this Section.

15. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

16. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

Accela acknowledges that Customer is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. Customer acknowledges that Accela may submit information to Customer that Accela considers

confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Accela acknowledges that Customer may submit to Accela information that Customer considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Recipient as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Recipient. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Recipient, the Recipient shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

17. **ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN INSURANCE COVERAGE AS SET FORTH IN EXHIBIT C. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA’S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY.**
18. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.
19. Accela may not assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets without Customer’s written consent.
20. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, and 21 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-day period. Section 20 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT I

ACCELA SECURITY EXHIBIT

Accela will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

Data Location:

The service provider shall provide its services to the Customer and its end users solely from data centers in the U.S. Storage of Customer data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Customer data remotely only as required to provide technical support. The service provider may provide technical user support on a 24/7 basis using a Follow-the-Sun model, unless otherwise prohibited in the SLC listed in this Exhibit H.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power.

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy

- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions and customers.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

Accela shall provide a PCI compliant infrastructure for deployment within the data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems

- and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
 - The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, production, support and staging environments.

Accela shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

Accela contracts for warranty services. In the event that warranty services are required, Accela shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

Accela shall perform daily backups of the data. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. Accela's backup strategies and fully redundant Data Recovery (DR) site ensure that a complete system rebuild of data will not be necessary. Accela will use commercially reasonable efforts to replicate all relevant agency data "in near real-time" to a geographically separate location where we have the ability to stand up the Accela application stack and restore service.

Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

- (i) a copy of its data in a database dump file
- (ii) an APO property conversion upload
- (iii) a Crystal Report placement

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Accela shall provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer pays any and all unpaid amounts due to Accela.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than One Hundred and Twenty (120) minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

The Customer shall have the ability to import or export data in piecemeal at its discretion without interference from the service provider. Accela will provide the customer with a full database export on a quarterly basis at the request of Customer. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week.

Accela will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, Accela shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware

1. Accela will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide system redundancy.
2. Accela will provide, manage and maintain, for the System, the physical or virtual resources. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela will perform the following tasks:

1. Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)
2. Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
3. Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage.

D. Facilities Services

Accela will provide a PCI-DSS compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela will perform the following:
 - Provide the operational support processes required for up/down monitoring
 - Document and track all detected problems using the site problem management process
 - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela will perform the following:
 - Perform systems operation functions such as power on/off and start/stop/reset device intervention
 - Monitor vendors on the Accela premise performing work maintenance or problem resolution work
 - Maintain responsibility for procuring any expendable supplies (CDs,

tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela will perform the following:
 - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
 - Monitor system software status and take necessary action to resolve any issues
 - Perform operation system software tuning as required to maintain daily operations for Accela-provided services
 - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
 - Install patches per vendor instructions for security exposures deemed critical by the vendor
 - Participate in the identification of connectivity and associated network problems
 - Plan and implement necessary changes for the System
 - Document and track all configuration management changes using the site change management process
 - Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system.
2. Accela will perform the following:
 - Design and implement the backup Plan
 - Perform backups
 - Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service rate in the Contract.
 - Monitor backup processes and verification of successful completion
 - Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela will perform to following:
 - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
 - Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
 - Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
 - Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services.

K. Hardware Management

Accela will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela will provide Virus Protection services. Server level anti-virus service provides anti- virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset

parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela will provide multiple ways to recover data:

Suspected error conditions will be investigated and corrected by ACCELA personnel at ACCELA'S offices to the extent possible. Onsite corrections shall be at the exclusive judgement of ACCELA at no additional cost to the User. User may, however, request that ACCELA conduct such investigations and travel to the location of the User at the User's request; User will pay ACCELA for reasonable travel and subsistence expenses. If ACCELA, in its reasonable judgment, determines that the suspected error condition was attributable to a

cause other than an error in ACCELA'S Subscribed Service or an enhancement by ACCELA, the User will pay for ACCELA'S efforts on a time and materials basis.

ACCELA may provide the User with unsolicited error corrections or changes to the Subscribed Service, without additional charge, which ACCELA determines are necessary for proper operation of its Subscribed Service, and User shall incorporate these corrections or changes into the Subscribed Service within 180 days of release by ACCELA. ACCELA will provide all documentation changes necessary as a result of changes to the software.

ACCELA will provide User all enhancements released by ACCELA as standard enhancements, and which are generally made available to other users purchasing comparable Subscribed Service during the term of this Agreement.

**EXHIBIT I
ATTACHMENT A**

ACCELA, INC. SERVICE LEVEL COMMITMENT

This SaaS Service Level Commitment (“SLC”) is a policy governing the use of Accela software-as-service products (individually or collectively, the “Service”) under the terms of the Accela Master Services Agreement (the “Agreement”) between Accela, Inc. and its affiliates (“Accela”, “us” or “we”) and the purchaser of Accela’s Subscription Service (“Customer”).

Unless otherwise provided herein, this SLC is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. Accela reserves the right to change the terms of this SLC in accordance with the Agreement.

DEFINITIONS

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLC Exclusion.

“Service Credit” is a dollar credit, calculated as set forth below, that Accela may credit back to an eligible Customer account.

“Unavailable” means, as applicable: (i) Customer is repeatedly unable to log into the Service; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences lack of connectivity of external, public instances or sites lasting for more than five (5) minutes; (iv) Customer is unable to connect and sync mobile applications within the Service to Accela servers; and/or (v) Customer is unable to download or sync data from mobile applications within the Service to Accela servers. The foregoing events must be verifiable or replicable by Accela or its designee. Availability of Accela APIs, as separate from Service access, is expressly excluded from this SLC.

SERVICE COMMITMENT

Accela will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the Subscription Period (the “Commitment”). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Credit as described below.

SCHEDULED & EMERGENCY MAINTENANCE

Accela will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. Accela will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours’ notice prior to Services unavailability due to planned maintenance.. Accela’s standard maintenance window will generally fall between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday local time.

Accela will endeavor to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

Accela will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

SERVICE CREDITS

System availability is measured by the following formula:

$$x = (n - y) * 100 / n$$

Notes: (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
> 99.9%	2%
99.5% - < 99.9%	5%
99.0% - < 99.5%	10%
95.0% - < 99.0%	0%
90.0% - < 95.0%	40%
< 90.0% - < 80.0%	45%
< 80%	50%

Accela will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Accela. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Accela to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLC.

SLC EXCLUSIONS

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within Accela's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLC Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, Accela may issue a Service Credit with consideration to pertinent factors as assessed by Accela in its sole discretion.

SUPPORT COMMITMENT

This Silver Support SLA Addendum (the “Addendum”) is issued under and subject to additional conditions and limitations as set out in the agreement by and between Accela and Customer.

The following Issues, Response Goals and Resolution Goals are applicable to support services for Accela supported products functioning in Customer’s production environment (the “Supported Products”) and is not applicable to any other Accela software, services or environments. Any references to “business day” are exclusive of the U.S. federal and state holidays observed by Accela:

Priority	Definition	Response Goal	Resolution Goal
Critical Severity Issue (Priority 1)	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).	Confirmation of receipt within one (1) business hour. Update as information arrives or at the interval specified by Customer.	Upon confirmation of receipt, Accela will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (72) hours after the problem has been diagnosed and/or replicated.
High Severity Issue (Priority 2)	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).	Confirmation of receipt within four (4) business hours.	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within fourteen (14) business days after the problem has been diagnosed and/or replicated.
Medium Severity Issue (Priority 3)	Support Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).	Confirmation of receipt within eight (8) business hours.	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within twenty-one (21) business days after the problem has been diagnosed and/or replicated.
Low Severity Issue (Priority 4)	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).	Confirmation of receipt within twenty-four (24) business hours.	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.



Agenda Report

21-1733

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Information and Update on the Ad Hoc Committee on the Apology Letter Relating to the City's California Voting Rights Act Litigation (Deferred from November 9, 16, and December 7, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

At the July 13, 2021 City Council meeting, Council acted on a written petition submitted by Councilmember Becker requesting a public apology to the residents of Santa Clara for the California Voting Rights Act (CVRA) lawsuit. A draft letter was submitted along with the written petition and is provided in Attachment 1. At this meeting a motion was made by Councilmember Jain, seconded by Councilmember Becker, that the Council (1) issue an apology for having consumed the City's treasury for fighting a CVRA lawsuit, (2) establish a publicly noticed meeting of an Ad-Hoc Committee comprised of Councilmember Becker and Councilmember Park, and (3) return to Council for ratification of the letter at a later time.

The Ad-Hoc Committee on the CVRA Apology Letter Relating to the City's California Voting Rights Act Litigation (Ad-Hoc Committee) held its first meeting on October 13, 2021.

DISCUSSION

The purpose of the Ad-Hoc Committee is to edit the draft apology letter submitted by Councilmember Becker and return to the full City Council with a revised letter for review and approval.

At the October 13th Ad-Hoc Committee meeting, Councilmembers Becker and Park expressed interest in expanding the scope of the Ad-Hoc Committee by increasing community outreach to encourage the community to provide input on the letter. Specifically, the Ad-Hoc Committee members requested the following via a motion:

1. Schedule another Ad-Hoc Committee meeting with full City staff support including livestreaming of the meeting as the City Council meetings are streamed and advertised.
2. Set the Ad-Hoc Committee meetings for 7:00 p.m.
3. Promote the Ad-Hoc Committee and the survey on social media.
4. Have the Task Force on Diversity, Equity and Inclusion provide input on the draft letter.
5. Host a community workshop.
6. Place a survey on the City's website seeking feedback on the draft apology letter with the following materials for reference:
 - a. The draft apology letter submitted by Councilmember Becker;
 - b. An un-biased background/history on the CVRA Lawsuit, which is to be developed and

- approved by the City Council; and
- c. The recent City of San Jose Resolution Apologizing to the Chinese Immigrants and their Descendants for Acts of Fundamental Injustice and Discrimination, Seeking Forgiveness and Committing to the Rectification of Past Policies and Misdeeds (Attachment 2),

The City Manager noted at the meeting that she would return to City Council to report out on the expanded scope of the Ad-Hoc Committee.

Regarding the background and history on the CVRA lawsuit, a report was submitted to Council at its June 8, 2021 meeting outlining the history (Attachment 3). At that meeting, Council directed the City Attorney to return to a Council meeting with an updated report on California Voter Rights Act (CVRA) litigation to include the Councilmember recommended historical events additions. On August 18, 2021, the City Attorney sent a memo (Attachment 4) to City Council noting that as of the date of the memo, aside from a copy of the 2011 letter to the City from Robert Rubin sent by Councilmember Becker, no other information was received; therefore, there was no additional information to include in a revised report. Therefore, the only CVRA history on file is the one provided in Attachment 3.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact associated with this report other than administrative staff time.

COORDINATION

This report was coordinated between the City Attorney's Office and the City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Review expanded scope and provide direction on staff resources to support the committee; and
2. Review the provided history and background and provide feedback on what should be posted on the Open City Hall survey as a history.

Reviewed by: Sujata Reuter, Assistant City Attorney

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Letter
2. San Jose Resolution
3. CVRA Background - RTC 21-803

4. Memo to City Council re referral on CVRA Litigation Report

07-13-21

ITEM # 11
RTC # 21-978

To the people of the City of Santa Clara,

July 11, 2021

In 2011, the City of Santa Clara received a letter and was advised that its at-large by-seat election system was infringing on the voting rights of the City's Asian American citizens which at the time made up 39% of the city's residents. The City of Santa Clara is a minority-majority city, yet Santa Clara didn't have a single minority Council Member since the Charter was approved in 1952.

The Council dismissed the concerns of a demographer's analysis which concluded the city was in jeopardy of a costly California Voting Rights Act (CVRA) lawsuit.

For the next six years City continued to ignore legal advice that the City remained in jeopardy. In 2016 before the elections, the city tried to avoid the fact that Santa Clara had received a letter threatening a CVRA lawsuit.

In 2017, the lawsuit we feared was filed. Instead of acknowledging the wrongdoing that had been done to Santa Clara's Asian American residents, the City chose to fight the lawsuit, insisting that not having a minority Council Member didn't prove that minorities were disadvantaged by the at-large system.

In 2018 Santa Clara lost the lawsuit. The judge ordered Santa Clara to adapt to 6 districts to elect council members and faced \$3.1 million to be awarded to the plaintiff's attorneys and over \$700,000 in its own legal bills. In result the city appealed the verdict and didn't back down.

In the end the city lost the appeal and their argument. After 10 years, the city owed the plaintiffs' attorneys over \$4 million in legal fees and paid \$1.5 million to its own attorney. Since going to districts Santa Clara has elected three minorities to council.

The Santa Clara City Council past and present owes an apology to its minority-majority population for clinging to a system that prevented them from exercising their rights under the Constitution to elect representatives of their choice.

The Santa Clara City Council also owes an apology to all of its residents for wasting over \$5 million that could make a difference in the City's fiscal circumstances right now.

We humbly offer those apologies today, and hope that with the support and participation of all our community, we will live up to our democratic ideals and truly make Santa Clara the center of what's possible for all our residents.

Sincerely,

The Santa Clara City Council and the City of Santa Clara.

Councilmember District Councilmember District

Councilmember District Mayor

Councilmember District

Councilmember District

POST MEETING MATERIAL

RESOLUTION NO. 80238

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN JOSE APOLOGIZING TO CHINESE IMMIGRANTS
AND THEIR DESCENDANTS FOR ACTS OF
FUNDAMENTAL INJUSTICE AND DISCRIMINATION,
SEEKING FORGIVENESS AND COMMITTING TO THE
RECTIFICATION OF PAST POLICIES AND MISDEEDS**

WHEREAS, between 1849 and 1853 about 24,000 young Chinese men immigrated to California and by 1870 there were an estimated 63,000 Chinese in the United States, 77% of whom resided in California; and

WHEREAS, Chinese immigrants were the primary workforce in developing Santa Clara County as the “fruit bowl of America” and San José was home to five Chinatowns including the first Market Street Chinatown (1866-1870), the Vine Street Chinatown (1870-1872), the Second Market Street Chinatown (1872-1887), the Woolen Mills Chinatown (1887-1902), and Heinlenville (1887-1931); and

WHEREAS, San José was a center of agriculture, and Chinese immigrants were critical to the economy, industry and progress of Santa Clara Country including in manufacturing and heavy construction, notably as workers on the San José Railroad and Santa Cruz-Monterey Line in the 1870s; and

WHEREAS, Chinese immigrants were met with virulent racism, xenophobia and the violence of anti-Chinese forces in San José from early on and denied equal protection before the law; and

WHEREAS, in 1869, the First Methodist Episcopal Church on 2nd and Santa Clara streets which taught Sunday school to Chinese immigrants was burned to the ground and the minister, Thomas S. Dunn, received death threats; and

WHEREAS, after passage of the Chinese Exclusion Act of 1882, which denied naturalization to U.S. citizenship and restricted Chinese immigration, anti-Chinese acts became institutionalized and empowered by federal, state, and local acts and anti-Chinese conventions were held in San José, including the first State Convention of the Anti-Chinese League in 1886; and

WHEREAS, the policies, resolutions, and other actions of the City of San José (“City”) and the City Council directly contributed to the xenophobic discrimination and racial violence faced by Chinese immigrants; and

WHEREAS, the City Council condemned all Chinese laundries on the basis they operated in wooden buildings after denying fourteen Chinese laundry operators who filed a petition on January 14, 1886 requesting to continue their laundry businesses, and Mayor G. T. Settle broke the tie vote and the motion before San José’s City Council to condemn Chinese laundries was carried; and

WHEREAS, the City made plans to remove San José’s Market Street Chinatown for the building of the new City Hall downtown and on March 25, 1887, an order declaring the Chinatown at Market and San Fernando Streets a public nuisance was unanimously approved by Mayor C. W. Breyfogle and the entire City Council; and

WHEREAS, the Market Street Chinatown succumbed to arson on May 4, 1887 before official action could be taken, leading to the destruction of homes and businesses and the displacement of 1,400 members of San José’s Chinese community; and

WHEREAS, on June 2, 1887, after the burning of the Market Street Chinatown, when John Heinlen requested permits for building a new Chinatown on his property, his request was declared out of order by the Mayor; and

WHEREAS, on June 8, 1887 at a mass rally of citizens gathered on the corner of Fifth and Jackson Street to protest the building of a new Chinatown a resolution drafted by Mayor Breyfogle and the entire City Council was read to the crowd stating that a Chinatown is “a public nuisance, injurious to private property adjacent thereto, dangerous to the health and welfare of all citizens who live and have homes in its vicinity, and a standing menace to both public and private morals, peace, quiet and good order, and etc.”; and

WHEREAS, on July 25, 1887 the City Council voted to allow only materials made by white labor in the construction of the new city hall; and

WHEREAS, in 1888, despite vehement opposition from the City and its citizenry, John Heinlen finished construction of the new Chinatown which would be known as Heinlenville and last for 44 years until 1931; and

WHEREAS, in 1949, the City voted to demolish the historic Ng Shing Gung Temple building and take over the property despite attempts by the Chinese community to save the temple as a historic landmark; and

WHEREAS, the City stored the historic Ng Shing Gung altar under the Municipal Stadium where it suffered damage from outdoor exposure for the next 40 years until the Chinese Historical and Cultural Project (“CHCP”) was asked to work with the city on collection and maintenance of artifacts found in the building of the Fairmont Hotel in 1987; and

WHEREAS, the Chinese Exclusion Laws were repealed in 1943 and subsequent federal legislation officially banned racial bias in immigration and citizenship, a fundamental step in the struggle for racial equality and justice in the United States;

WHEREAS, the CHCP built a replica of the historic temple building, installed exhibits of Chinese American history of the Santa Clara Valley, and gifted the Museum to the City as a token of friendship and forgiveness from the Chinese American community in 1991; and

WHEREAS, the recent rise in anti-Asian violence and racial discrimination demonstrates that xenophobia remains deeply rooted in our society; and

WHEREAS, Asian-Americans are still considered perpetual foreigners; and

WHEREAS, the story of Chinese immigrants and the dehumanizing atrocities committed against them in the 19th and early 20th century should not be purged from or minimized in the telling of San José's history; and

WHEREAS, the City must acknowledge and take responsibility for the legacy of discrimination against early Chinese immigrants as part of our collective consciousness that helps contribute to the current surge in anti-Asian and Pacific Islander hate; and

WHEREAS, a genuine apology for the role of the City in this history and legacy is an important and necessary step in the process of racial reconciliation; and

WHEREAS, an apology for grievous injustices cannot erase the past, but admission of the historic wrongdoings committed can aid us in solving the critical problems of racial discrimination facing America today;

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF SAN JOSE:

- 1) Apologizes to all Chinese immigrants and their descendants who came to San José and were the victims of systemic and institutional racism, xenophobia, and discrimination;
- 2) Acknowledges acts of fundamental injustice, terror, cruelty, and brutality, including the dismantling and destruction of the city's Chinatowns;
- 3) Recognizes the contributions and resilience of the Chinese community and their commitment to fostering reconciliation and friendship; and
- 4) Resolves to rectify the lingering consequences of the discriminatory policies of the City of San José, and to use this resolution as a teaching moment for the public to move forward towards justice for all.

ADOPTED this 28th day of September, 2021, by the following vote:

AYES: ARENAS, CARRASCO, COHEN, DAVIS, ESPARZA,
FOLEY, JONES, JIMENEZ, MAHAN, PERALEZ,
LICCARDO.

NOES: NONE.

ABSENT: NONE.

DISQUALIFIED: NONE.



SAM LICCARDO
Mayor

ATTEST:



TONI J. TABER, CMC
City Clerk



Agenda Report

21-803

Agenda Date: 6/8/2021

REPORT TO COUNCIL

SUBJECT

Report from the City Attorney on California Voter Rights Act (CVRA) Litigation (Continued from May 25, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Council has requested a report on the City's expenditures with respect to defending the Yumori-Kaku v. City of Santa Clara litigation (CVRA litigation). Because the reasonableness of the expenditures cannot be assessed without a completely transparent disclosure of the events that occurred throughout the litigation, I have attached to this report a Chronology of the key dates that are tied to the expenditures of the City and of the plaintiffs, respectively.

In order to draw conclusions about when litigation costs could have been avoided in the course of a lawsuit, it is critical to understand the difference between lawsuits in which the City is a defendant and lawsuits in which the City is the plaintiff.

Most of the time that the City becomes a party to litigation, it is the result of another party filing a complaint against the City as a defendant. When this happens, the City cannot terminate the litigation unilaterally. It must either participate in the litigation through trial in an effort to obtain a verdict in its favor, or convince the plaintiffs to settle the case and dismiss the complaint against the City.

When the City takes the very rare step of suing another entity or person, it serves and files a complaint on a defendant. In such cases, the City can unilaterally terminate such litigations by simply filing a dismissal of the complaint. Usually, this step will only occur if there is some type of settlement with the defendant. This was not the case in the CVRA litigation. Therefore, once the plaintiffs sued the City, the City was not in control of terminating the litigation.

The CVRA was a lawsuit that was brought against the City as defendant. Thus, the plaintiffs had the upper hand as to when and how the litigation could be terminated. As will be explained in detail in this report, until February 2021 the CVRA plaintiffs never offered to dismiss their case or otherwise enter into a settlement that was acceptable to the City Council. Thus, despite two separate ballot measures proposed by the two Charter Review Committees to end the at-large by-seat voting system, plaintiffs opposed these solutions to end the litigation.

DISCUSSION

The City of Santa Clara has been addressing the issue of changing the way it elects its Council

members since as early as 2011 when it first received a letter from Robert Rubin, one of two lawyers in California who has extensively threatened litigation under the provisions of the California Voter Rights Act (CVRA). Attached to this report is a Chronology of the events regarding the City's efforts.

In reaction to the receipt of Mr. Rubin's 2011 letter, the Council empaneled the first of what would grow to be four Charter Review Committees to conduct a public process to consider ballot measures to amend the City Charter. Although there was sentiment to move away from the numbered seat system in the City Charter and explore a ranked-choice voting system, the 2011 Charter Review Committee ultimately did not propose charter amendment to put on the 2012 ballot.

The next consideration of changing the City Charter began in October of 2015 when, after a recommendation from the Ethics Committee, the City Council convened another Charter Review Committee to consider amendments. The 2015 Charter Review Committee recommended 4 charter amendments all of which passed, but did not recommend an amendment to change the City's system for electing council members. It is unclear what the impetus for the creation of this Committee was because there is no record of a letter from Mr. Rubin until October of 2016, just before the November 2016 election.

After the election, which failed to elect Asian American candidates in city-wide elections, Mr. Rubin inexplicably withdrew his threat to sue to prevent the seating of the white candidates who had opposed the minority candidates that lost.

The next Charter Review Committee to take on conducting a public process to consider amendments to the City Charter was created by the City Council on April 11, 2017.

The 2017 Charter Review Committee consider several different possible charter amendments. There was virtually no public input indicating a desire to keep the at-large by-seat election process. In a unanimous recommendation, the Charter Review Committee unanimously recommended Measure A which the City Council unanimously approved putting on the June 2018 ballot. Measure A would have created two council districts represented by 3 council members each to be elected using a ranked-choice system of voting.

In October 2017, Mr. Rubin sent another letter to the City Council demanding that City Council members be elected by a district system rather than the at-large system in the City Charter. Despite the fact that there was a clear indication that Santa Clarans were interested in moving away from the current numbered-seat city-wide Charter provisions for electing its council, in December 2017 Mr. Rubin, GDBH and the Asian Law Alliance filed a complaint against the City of Santa Clara demanding a judicial change to the City's at large election system and seeking attorney fees under the CVRA. The judge in the CVRA case, Superior Court Judge Thomas Kuhnle, bifurcated the litigation into two phases. The first phase was to determine liability, i.e. whether the City's at-large Charter provisions denied protected classes of voters of Asian ancestry from electing representatives of their choice. The liability phase of the trial proceeded in parallel with the campaign period for the June 5, 2018 election at which Measure A was on the ballot.

It was believed that if Measure A would have passed, there was a substantial possibility that Judge Kuhnle would decide that the CVRA lawsuit was moot because the charter provision at issue in the case would no longer be in effect. Indeed, Judge Kuhnle held off on finalizing his Statement of

Decision on the liability phase of the trial until June 6, 2018, the day after the election on Measure A. It also appeared that plaintiffs also believed that the passage of Measure A would have ended their lawsuit because during the campaign, their representatives reportedly urged a “no” vote “so that they would win the lawsuit.”

During the motions regarding the award of attorneys’ fees for the case, it was revealed that plaintiffs’ law firm expended approximately \$50,000 in unreported campaign in-kind services against the passage of Measure A. If the judge had declared the plaintiffs’ case moot by reason of the charter having been amended, the litigation would have ended, limiting both the City’s costs, as well as creating the very real possibility that the City would have not be obligated to pay plaintiffs’ fees and costs. In this case, the City’s costs might have been limited to the \$500K to 700K range.

After receiving the election results indicating that Measure A had not passed, the CVRA litigation proceeded to the “remedies” phase. Judge Kuhnle ordered the City to engage in a “districting” process that involved a series of public hearings that paralleled the provisions of the state Elections Code. Recognizing that there would not be sufficient time to adhere to the strict provisions of the Code, the judge’s order imposed a series of public hearings on a very tight time frame in July 2018 in order to have an order mandating district elections in time for the November 2018 election.

In compliance with the judge’s order the City Council convened a districting committee to draw up alternative maps for the judge to consider in creating a by-district voting system. Ultimately the court ordered the City to adopt the six-district map that the districting committee had recommended, and the 2018 and 2020 elections were held using this map.

On August 15, 2018, the City filed an appeal of Judge Kuhnle’s decision.

The Council also placed Measure N on the November 2018 elections. Measure N was an advisory measure that asked the voters the following question:

Shall the City of Santa Clara engage the voters in a public process to draft a Charter Amendment ballot measure to elect its Council Members, other than the Mayor, by district?

Measure N received a 70% yes vote. In response to the voters’ approval of Measure N, the City Council convened a Charter Review Committee to conduct robust public outreach to determine what type of district election system should be proposed for a Charter Amendment. The Charter Review Committee recommended that the Charter be amended to proceed with the six-district system for the 2020 election, but then transition to a three-district system with two council members to represent each district to be elected at alternating elections.

In January 2019 plaintiffs moved for an award of their fees and costs as prevailing parties in the litigation. The City moved to reduce their requested award of \$4.1 million. The City’s outside counsel spent approximately \$163K in successfully reducing the amount of the fees to \$3,164,955.61, producing a net savings of \$1,073,100.14.

Following the filing of the appeal, plaintiffs moved for a calendar preference in the Court of Appeal which issued an order stating the it would decide the case by March 10, 2020.

It was believed that if Measure C had passed, it would have rendered the appeal moot, ending the litigation. On February 1, 2019, Richard Konda sent a letter to the 49ers asking them to fund a campaign against Measure C. A copy of Mr. Konda's letter is attached to this report. Ultimately, Jed York spent almost \$700K to defeat Measure C, which would prevent the possibility of the Court of Appeal dismissing the case on the grounds of mootness. A dismissal of the case on the ground of mootness could have resulted in limiting the City's expenses to its own outside counsel expenses, as well as gaining substantial leverage in settling with the plaintiffs on the question of paying their costs.

Although the Court of Appeal had issued an order that it would rule on the appeal by March 10, 2020, it was not until November 2020 that it set December 17, 2020 as the date for oral argument.

The November 2020 election was held in accordance with the trial court order with four council members elected from districts under the court-ordered map.

The Court of Appeal held oral argument in the case on December 17, 2020 and issued its ruling on December 30, 2020. The Court upheld the trial court's decision that the City Charter sections providing for a city-wide numbered-seat election system for council elections to be in violation of the CVRA.

On February 12, 2021, the City paid plaintiffs' fees and costs in the amount of \$3,830,090.21 that had been awarded in Amended Judgment for the trial phase of the litigation.

On April 21, 2021, the City and plaintiffs entered into a settlement agreement requiring the City to pay the plaintiffs an additional amount of \$712,500 for their fees and costs on appeal. The settlement agreement requires the City to place a charter amendment on the June 2022 ballot to change its charter provisions from the city-wide system to a six- district system for the election of its council members.

Expenditures

The City's total expenditures to outside counsel in connection with the CVRA matter was approximately \$1.5 million. Those expenditures included approximately \$105K in prelitigation advice with respect to potential charter amendments (Measure A), \$750K in litigation costs through trial, \$163K in expenditures to reduce plaintiffs' attorneys fees award; \$12K in expenditures for advice associated with Measure C; \$430K in fees and costs on the appeal; and \$40K expended on post-appeal settlement efforts.

The total amount of payments to plaintiffs to satisfy the judgments that City Council agreed to was \$4,542,590.21. This included payment of \$3,830,090.21 in satisfaction of trial court judgment inclusive of fees and costs and interest, and an additional \$712,500 for plaintiffs' fees and costs on appeal.

CONCLUSION

Several false narratives advanced against the City Council's decision-making process in defending the CVRA lawsuit warrant correction:

- In defending against the litigation, the Council was motivated by its desire to defend the voters of Santa Clara against the claim that they had elected council members in a racially polarized manner under the at-large provisions of the City Charter. The Council was not attempting to preserve the at-large system in the Charter; it had consistently taken the position that it would ask the voters to amend the Charter to move away from an at-large system to a district-based system.
- Measures A, N and C are all evidence of the City Council's position that it was not seeking to preserve the Charter's at-large election system.
- The City Council was also committed to an inclusive public process in the form of convening two Charter Review Committees to hear from the public about what type of election system to transition to. The Council adopted the recommendations of each of the Committees as to how the Charter should be amended; the Council did not assert its political preferences over the Committee recommendations in placing these measures on the ballot.
- Finally, with the intervention of \$50K in opposition to Measure A, and \$700K in opposition to Measure C by outside parties in alignment with plaintiffs, one could easily draw the conclusion that it was plaintiffs, rather than the City Council, that achieved preservation of the Charter's at-large voting system. Ironically, plaintiffs now concede that a vote of the people is required to amend the Charter provisions in order to bring Santa Clara in alignment with the requirements of the CVRA.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file report.

Approved by: Brian Doyle, City Attorney

ATTACHMENTS

1. CVRA Chronology
2. February 1, 2020 Konda Letter

CVRA Chronology

Date	Event	Notes	City's Fees ¹	Plaintiffs' Fees
2011	First threat letter from Robert Rubin	Unable to locate copy		
01/24/2012	Council approves Charter Review Committee recommendations	<ul style="list-style-type: none"> o Charter be changed to allow At Large Elections o Consider Proportional Representation voting system by end of calendar year 2012 and possible implementation by 2014 o Create a program to encourage voter registration among minorities and allocate funds to monitor the system by January 1, 2013 to address voter registration for the 2014 election o Address the "Barriers to City Council Service" list (attached to November 17, 2011 minutes) with extreme regard to candidate recruitment 		
11/06/2012	City Council Election			
10/05/2015	Ethics Committee requests staff to bring the concept of a review of City Charter provisions to the City Council for consideration			
10/13/2015	CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION pursuant to Gov. Code 54956.9(d)(2) – Exposure to litigation Number of potential cases: 1	"No reportable action" ???		
10/27/2015	City Council Agenda Item 19b	MOTION was made by Caserta, seconded and unanimously carried (Marsalli absent), that the Council approve the creation of a Charter Review Committee to consider i) the manner of electing Members to the City Council; ii) City Council compensation; and iii) whether other Charter elements are no longer in compliance with current laws or best practices; direct that the Committee consist of no more than 15 members, including one individual selected by each Council Member and the Mayor, one member to be appointed		

¹ Approximate amounts

CVRA Chronology

		by the Citizens Advisory Committee, one member to be appointed by the Chamber of Commerce, and six at-large members to be selected by the City Council.		
02/04/2016	Charter Review Committee Meeting Discussion on Election of Councilmembers	The City Attorney (Ren Nosky) stated the City of Santa Clara has not been sued, but that several cities have been challenged on their at-large voting and that it has been devastating to those cities. California Voting Rights Act allows cities to self-correct before going into court action. He also stated that the courts cannot impose a charter change, but can mandate district elections.		
2016	Charter Review Committee	Recommended 4 Charter Amendments but did not include ballot measure on Council Elections		
10/06/2016	Robert Rubin letter			
11/08/2016	City Election			
11/15/2016	CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Pursuant to Gov. Code 54959.9(e)(2) – Exposure to litigation Number of potential cases: 1 (FACTS AND CIRCUMSTANCES) City as potential defendant: October 6, 2016, letter from Attorney Robert Rubin regarding City's alleged violation of the California Voting Rights Act			
12/6/2016	From: Richard Nosky To: Debi Davis, Dominic Caserta, Jerry Marsalli, Kathy Watanabe, Lisa Gillmor, Pat Kolstad, Teresa O'Neill Cc: Rajeev Batra, Rod Diridon, Mike Sellers, Lynn Garcia, Jennifer Yamaguma Date: 12/06/2016 8:37 AM Subject: Voting Rights Issue			

CVRA Chronology

	<p>All—</p> <p>Attorney Robert Rubin contacted me yesterday evening to inform me that he and his client will no longer seek to get an injunction against certifying the 2016 election results. Instead, they will focus on the 2018 election and file their lawsuit early next year. The effect of this is not totally clear yet, but it paves the way for the new council to be sworn in on December 13th. We will keep you advised of further developments. Call me if you have any questions.</p>			
04/11/2017	<p>City Council directs the creation of a Charter Review Committee to include review of the City's election method with a focus on district and other methods of electing members to the City Council in time for the June 2018 primary election.</p>	<p>Charter Review Committee Members: Tino Silva (Chair) Keith Stattenfield (Vice Chair), Chris Horton, Hosam Haggag, Hazel Alabado, Steve Lodge, Markus Bracamonte, Jodi Muirhead, Saskia Feain, Beverly Silva, Mary Hanna-Weir, Teresa Sulcer</p>		
07/18/2017	<p>Charter Review Committee makes <i>unanimous</i> recommendation for 2 Districts with 3 Councilmembers each with Single Transferable Voting system</p>	<p>MOTION was made by Davis, seconded and unanimously carried (Kolstad absent), that the Council approve the 2017 Charter Review Committee's recommendations as itemized; direct the City Manager and Interim City Attorney to draft a Charter Amendment to submit to the 2017 Charter Review Committee for review; and direct the City Manager and Interim City Attorney to bring a report to the Council by December 2017</p>		
Aug 2017	<p>Rubin sends notice letter alleging that proposed system of voting is an at large election system</p>			
Oct 2017	<p>Rubin sends another notice letter</p>			

CVRA Chronology

11/30/2017	Complaint for violation of the California Voting Rights Act of 2001, Elections Code §§ 14025, et seq.			
12/05/2017	Council approves Charter Committee's unanimous recommendation	MOTION was made by Davis, seconded and unanimously carried (Mahan absent), that the Council approve the Charter Review Committee's recommendations 1) approve the proposed Charter amendment language to: a) Elect City Council Members by two districts (e.g., District 1 and 2) with three Council Members representing each district; b) Elect the three Council Members at the same time per district alternating/staggering between gubernatorial and presidential election years; c) Utilize Single Transferrable Vote, a form of Ranked Choice Voting, as soon as the Santa Clara County Registrar of Voters Office can support such a system and continue with the City's current voting method of plurality until the County can support the new voting method; d) Transition to include: In 2018, elect two members to four-year terms in District 1 and in 2020, elect one member to a two-year term in District 1 and three members to four-year terms in District 2; and e) Change the voting method of all other elected officers, including Mayor, City Clerk, Chief of Police, to match the recommended voting method of CONCURRENT MEETING MINUTES – December 5, 2017 Page 9 of 10 Council Members (Ranked Choice Voting by means of Single Transferrable Vote) beginning in 2020 with the election of the City Clerk and Chief of Police, and then subsequent elections thereafter and 2) direct the City Manager and the Interim City Attorney to initiate the process to draw the districts with public outreach		
12/27/2017	First Amended Complaint		\$105,000	
1/23/2018	Closed Session: Item C			
03/06/2018	Council places Measure A on June ballot 6-0-1 (Mahan absent)	<i>Shall the City Charter be amended: to establish two districts starting in 2018 to be represented by three council members each; and when available, use ranked choice voting to allow voters to select candidates in order of choice to determine the winners of elections of all city elected officers?</i>		
3/27/2018	Closed Session: Item 18-377			
4/18/2018	Closed Session Item 18-502			

CVRA Chronology

4/25/2018	Trial			
4/30/2018	Post-Trial Briefing Order			
5/8/2018	Closed Session: Item 18-625			
05/15/2018	Councilmember Caserta resigns			
05/15/2018	Court issues Proposed Statement of Decision – Liability Phase			
5/22/2018	Closed Session: Item 18-738			
Spring 2018	Plaintiffs’ attorneys bill \$47,750 of time involving political and media activities in opposition to Measure A which are eventually disallowed by the court	There is no record that these expenditures in opposition to Measure A were ever reported		
6/5/2018	Election - Measure A			
6/6/2018	Statement of Decision Issued by Court	Court finds City of Santa Clara in violation of CVRA, trial will proceed to remedies phase		
6/12/2018	Closed Session: Item 18-834			
6/12/2018	Council consideration of appointment of Council member to vacant seat	Councilmembers Mahan and Kolstad vote against the following 5 candidates who are members of a protected class under CVRA: <ul style="list-style-type: none"> • Eversley Forte • Hosam Haggag • Kevin Park • Suds Jain • Mohammed Nadeem 		
06/21/2018	Closed Session: Item 18-887			
06/26/2018	Closed Session: Item 18-964			
July 2018	Public Hearings conducted by the court-ordered Ad-hoc Advisory Districting Committee: Yuki Ikezi (Chair), Stephen Ricossa, Bobbi Estrada	Provided public input for creation of six district map to Judge Kuhnle		
7/5/2018	Closed Session: Item 18-964			
7/10/2018	Closed Session: Item 18-970			

CVRA Chronology

7/16/2018	Council places Measure N on November ballot	Measure N Ballot Question: Shall the City of Santa Clara engage the voters in a public process to draft a Charter Amendment ballot measure to elect its Council Members, other than the Mayor, by district?		
7/16/2018	Closed Session: Item 18-1011			
7/17/2018	Closed Session: Item 18-1013			
7/18/2018	Remedies phase of Trial			
7/20/2018	Closed Session: Item 18-1047			
7/23/2018 7/23/2018	Statement of Decision regarding Remedies Phase of Trial Closed Session: Item 18-1050	Mayor, Watanabe, Davis, O'Neill, Mahan: Reject plaintiffs' offer 5-0		
7/24/2018	Amended Statement of Decision re: Remedies Phase of Trial; Judgment			
7/24/2018	Closed Session: Item 18-1052			
7/27/2018	Notice of Entry of Judgment		\$750,000	
08/07/2018	Council adopts Resolution 18-8585	Six-District Map adopted, call for election of councilmembers for Districts 2 and 3 in November 2018		
8/15/2018	Notice of Appeal on Judgment filed	City does not appeal council districts ordered by the Court; does not seek a stay of the Court's order		
8/21/2018	Closed Session: Item 18-1151			
11/06/2018	General Election	City Wide Election: Lisa Gillmor Mayor Hossam Haggag City Clerk Measure N – 70% District 2: Raj Chahal District 3: Karen Hardy		

CVRA Chronology

01/22/2019	Order re: Motion for Attorneys' Fees	Plaintiffs request: \$4,238,055.75 Judge reduces amount to: \$3,164,955.61 Net reduction: \$1,073,100.14	\$163,000	
01/22/2019	Amended Judgment entered			
05/07/2019	City Council approval of the creation of a Charter Review Committee to implement voter-approved Measure N			
06/04/2019	Closed Session Item 19-704			
07/10/2019	The City Council appointed Charter Review Committee members	District 1 - Benjamin Cooley District 2 - Steven Silva District 3 - Christine Koltermann District 4 - Katherine Almazol District 5 - Sudhanshu Jain District 6 - Stephen Ricossa At-Large - Richard Bonito		
Oct 2019	Appeal is fully briefed		\$430,000	
11/05/2019	Charter Review Committee recommendation presented to Council	<ul style="list-style-type: none"> • 6 District System for 2020 election with transition to 3 Two-Member District System • 30-day residency requirement • Independent redistricting committee 	\$12,000	
11/19/2019	Council (4-2) adopts resolution placing Charter Review Committee Recommendation for Measure C on the March 2020 Ballot (Hardy and Mahan oppose, Chahal absent)	Shall the City Charter be amended to elect city council members by district, excepting the mayor, as follows: for the 2020 election to establish six districts for the election of one council member to represent each district; and, beginning in 2022 to establish three districts for the election of two council members to represent each district; and to require an independent redistricting committee?		
02/01/2020	Letter from Richard Konda to R. Chandhok	"My purpose in writing is to request the 49ers organization help to defeat Measure C in Santa Clara placed on the ballot for the March election."		

CVRA Chronology

February 2020	Jed York spends \$700K in No on C campaign			
03/03/ 2020	Statewide Primary Election	Measure C loses		
12/17/2020	Oral Argument 6 th District Court of Appeal			
12/30/2020	Court of Appeal issues ruling	Upholds Trial Court decision		
02/12/2021	City pays Amended Judgment Amount	Fees and Costs = \$3,339,505.51 Interest = \$490,584.70		\$3,830,090.21
04/21/2021	Settlement Agreement signed	Requires additional payment for fees and costs on appeal of \$712,500		
04/23/2021	Second Amended Judgment Entered City pays additional amount to plaintiffs		\$40,000	\$712,500.00
	TOTALS		\$1,500,000	\$4,542,590.21

February 1, 2020

Mr. Rahul Chandhok
San Francisco 49ers
4900 Marie P DeBartolo Way
Santa Clara, CA 95054

Dear Mr. Chandhok:

First, we'd like to wish the team good luck tomorrow. What a great accomplishment to reach the Super Bowl this year. Congratulations.

My purpose in writing is to request the 49ers organization help to defeat Measure C in Santa Clara placed on the ballot for the March election. I write on behalf of Reverend Jethroe Moore II of the San Jose- Silicon Valley NAACP, Victor Garza of La Raza Roundtable and former State Assemblyman Paul Fong.

As a valued community organization in Santa Clara, we know the 49ers share our collective and steadfast belief that we can build strong and healthy communities when all of our voices are heard and represented. For that reason, we urge you to join us in our fight to defeat Measure C.

Measure C would amend the Santa Clara city charter to reduce City Council districts from six to three, with the consequence of disenfranchising minority and underserved communities. To be clear, if passed, Measure C would institutionalize anti-democratic elections in Santa Clara that would deny many in the community equal representation on the City Council—a fact that has been affirmed by the Santa Clara County Courts.

In 2018, the Santa Clara County Superior Court ruled that the city's at-large election system was a direct violation of the California Voting Rights Act. Furthermore, the Court mandated Santa Clara adopt a six-district election system that guarantees that members elected to the City Council live and reflect the needs of the communities they serve.

In nearly 40 years, Santa Clara has only elected one non-white City Council member. And that member was elected under the new system of six council districts. Santa Clara's economic and cultural vibrancy is enhanced by its rich diversity. There is no doubt that there is a better democracy and a better Santa Clara when that diversity is reflected and represented in local government.

Measure C is bad for democracy and bad for Santa Clara. Nevertheless, there are those who want to maintain the antiquated and illegal system of government for political power motives. These individuals are invested in the passage of Measure C. We simply cannot allow that to happen.

We hope that you will join us publicly and with resources to reach the voters in ensuring Measure C is defeated on March 3, 2020.

We look forward to discussing this further.

Sincerely,

Richard Konda
Executive Director
Asian Law Alliance
408-823-0799
rgkonda@hotmail.com

*organizations listed for identification purposes only

Council and Authorities Concurrent Meeting on 2021-06-08 4:00 PM

Meeting Time: 06-08-21 16:00

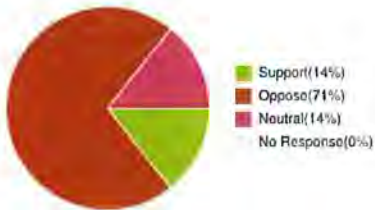
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Council and Authorities Concurrent Meeting on 2021-06-08 4:00 PM	06-08-21 16:00	61	7	1	5	1

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Council and Authorities Concurrent Meeting on 2021-06-08 4:00 PM

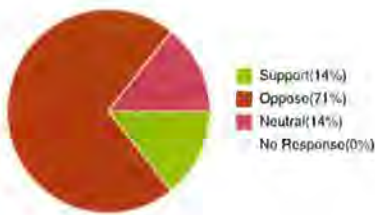
06-08-21 16:00

Agenda Name	Comments	Support	Oppose	Neutral
STUDY SESSION	2	0	1	1
4.P 21-803 Report from the City Attorney on California Voter Rights Act (CVRA) Litigation (Continued from May 25, 2021)	1	0	1	0
6. 21-810 Public Hearing: Adoption of a Resolution Setting Rates for Overall Solid Waste Services and Annual Clean-up Campaign in the Exclusive Franchise Area (Continued from May 25, 2021)	3	1	2	0
12. 21-824 Action on Censure of Councilmember Watanabe and Admonishment of Mayor Gillmor	1	0	1	0

Sentiments for All Agenda Items

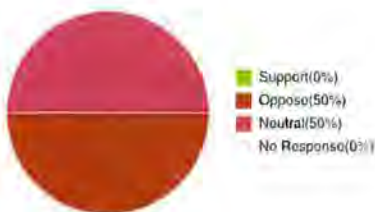
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for STUDY SESSION

Overall Sentiment



Annabel Gong

Location:

Submitted At: 8:07pm 06-08-21

Thank you City Council and Mayor for supporting RJJT. I had a comment about the \$20 flat rate ticket fee: im not sure it is equitable to have such a high price (more than a movie ticket) for families to come see a community theatre show. I hope we can find a way to make theatre more affordable for all audience members and theatre participants in Santa Clara.

Sally SC

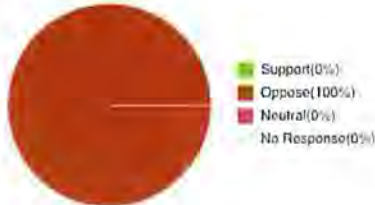
Location:

Submitted At: 6:03pm 06-08-21

No cuts to public safety! If our city was really in such a bad way, we wouldn't still be trying to hire more positions in the City Manager's office. How do you justify hiring there, yet not in other departments? Give the residents the level of service they deserve in this city, a fully staffed police department and fire department.

Agenda Item: eComments for 4.P 21-803 Report from the City Attorney on California Voter Rights Act (CVRA) Litigation (Continued from May 25, 2021)

Overall Sentiment



Sally SC

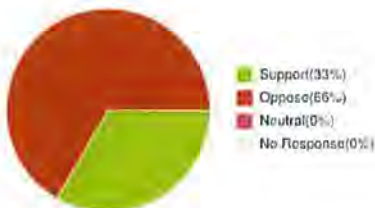
Location:

Submitted At: 6:08pm 06-08-21

The public apology people are asking for is ridiculous. Let's just all move along already.

Agenda Item: eComments for 6. 21-810 Public Hearing: Adoption of a Resolution Setting Rates for Overall Solid Waste Services and Annual Clean-up Campaign in the Exclusive Franchise Area (Continued from May 25, 2021)

Overall Sentiment



David Bonafede

Location:

Submitted At: 12:06am 06-09-21

The fact that this continues to be pushed and argued is quite ridiculous. The city and Green Waste are already in contract. This was already voted upon by council, and the city staff has moved forward based on that vote. THIS IS HOW A DEMOCRACY WORKS! If the current city council does not like the result, then they must wait until the current contract ends before a new negotiation can take place. Please stop this nonsense and move forward. This council is becoming an absolute embarrassment.

Adam Thompson

Location:

Submitted At: 7:37pm 06-08-21

The waste fee increase will have a large impact on many families within the city and should be investigated further prior to signing a long term contract. I understand the state has put additional requirements on local entities to sort garbage. The trial wasn't received well but many did not understand why there was a change or that the impact of not complying with the new requirements would result it masive fee increases. Please work on alternatives before signing. SC needs to get creative!

Adolfo Garcia

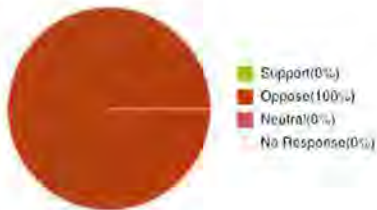
Location:

Submitted At: 7:52pm 06-07-21

Thank you for the opportunity to voice my opinion. Further to my letter of 19 May 21 to the City Clerk and based on additional information received on 5/27/21 and on 6/1/21 from the Director of Public Works, I continue to voice my opposition to and encourage the City Council to reject the proposed CY2021/2022 Solid Waste rate increases.

Agenda Item: eComments for 12. 21-824 Action on Censure of Councilmember Watanabe and Admonishment of Mayor Gillmor

Overall Sentiment



Sally SC

Location:

Submitted At: 6:10pm 06-08-21

Councilmember already apologized. And quite honestly this whole situation was blown completely out of proportion just because others told a certain councilmember he should be offended. As far as Mayor Gillmor is concerned, this had nothing to do with here and she should have never been dragged into this. It's time to move along already. Especially since other councilmembers shouldn't throw any stones at glass houses.



Date: August 18, 2021

To: Honorable Mayor Gillmor and City Council

From: Brian Doyle, City Attorney

Subject: Referral from June 8, 2021 Council Meeting re: CVRA Litigation Report

In response to my report to Council on the CVRA litigation on June 8, 2021, Council directed that I bring the report back to Council with additional information that several councilmembers thought should be included in a revised report. I requested that interested Councilmembers send me the information that they wanted me to put into the report. The following is an excerpt from the Council discussion:

WHY DO WE DO THAT, WHY DON'T EACH OF
03:16:32 THE COUNCILMEMBERS SEND ME WHAT THEY
03:16:33 THINK NEEDS TO GO IN THE REPORT AND THEN
03:16:38 I WILL JUST SEND A CONFIDENTIAL VERSION
03:16:40 OF THE REPORT BACK TO THE COUNCIL, BUT
03:16:41 I CAN'T BRING A PUBLIC REPORT TO THE
03:16:44 COUNCIL UNLESS WITH CONFIDENTIAL MATERIAL
03:16:50 AND AT THIS POINT COUNCIL HAS NOT
03:16:55 WAIVED CONFIDENTIALITY, SO ANY
03:16:57 SETTLEMENT LETTERS OR DISCUSSIONS OF
03:16:58 SETTLEMENT ARE STILL CONFIDENTIAL UNLESS
03:17:01 COUNCIL WAIVES IT.
03:17:04 >> I THINK THAT'S AN ODD WAY TO RUN THE
03:17:08 FORMAL PROCESS, BUT I THINK WE CAN
03:17:09 START WITH THAT AND SEE WHAT COMES UP.
03:17:10 >> WHY DON'T YOU DO THAT.
03:17:16 [CROSSTALK]
03:17:17 >> FILE ANYBODY THAT HAS ANY
03:17:18 DOCUMENTATION SENT IT TO THE CITY
03:17:19 ATTORNEY.

To date, aside from a copy of the 2011 letter to the City from Robert Rubin that I received from Councilmember Becker and that I transmitted to the Council, I have not received any information from any Councilmember. I have no additional information to include in a revised report.

Brian Doyle
City Attorney

cc: City Manager



Agenda Report

21-1734

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Formalization of the Bicycle and Pedestrian Advisory Committee (Deferred from November 9, 16 and December 7, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Bicycle and Pedestrian Advisory Committee (BPAC) is an advisory body to the City Council on matters relative to modifying or expanding the City's recreational and commuter bikeway system. The BPAC's goal is to encourage recreational and commuter bicycling by promoting safe, convenient, well-designed facilities and by evaluating local bicycle-related projects. The purpose, membership, and policies/procedures were established through City Council's past approval of the BPAC's Policy Guidelines, with the most recent version being amended by City Council on March 25, 2014 (Attachment 1).

The Governance and Ethics Committee (Committee) provided direction to staff at the September 14, 2020 meeting to formalize policy guidelines for the BPAC. Although the City Council approved the formation of the BPAC and the BPAC Policy Guidelines, there is no City Code section specifically addressing it. The Committee requested that an ordinance be considered to amend the City Code to clearly set forth the composition of the membership and the scope of the BPAC's jurisdiction. The Committee directed staff to bring back a recommendation on formalizing the BPAC through a draft ordinance that reflected the input of both the BPAC and the Committee.

Over the course of the next six months staff engaged the BPAC on multiple occasions to provide a framework for the proposed ordinance and solicit feedback from members. These engagements took place on October 26, 2020, December 10, 2020, and January 25, 2021. During these meetings the proposed changes to the City Code were refined and the BPAC policy guidelines were updated to align with all other City Boards, Commissions, and Committees. The BPAC also formed a special Subcommittee to review the changes and provide further input and recommendations.

At the March 29, 2021 Governance and Ethics Committee meeting (Attachment 2), staff presented the updated draft City Code amendments, draft policy guideline revisions, and analysis of BPAC's requested changes. The Committee discussed several topics, including:

1. Removing qualified elector requirements for other boards and commissions;
2. Requiring members of BPAC to file Form 700;
3. Whether or not the Chair should be a Councilmember or a BPAC member;
4. Possibly creating a new BPAC Advisory Committee to specifically advise and discuss bicycle and pedestrian topics. The new advisory committee would not be members but would report to

- the BPAC. This would not require additional staff support;
5. Reducing the number of BPAC members and discussion about having representation in Council Districts; and
 6. Whether BPAC should continue to interview applicants to fill vacancies or if Council should interview and select similar to other Boards and Commissions.

DISCUSSION

In researching how to formalize the BPAC per the Committee’s direction, staff has determined that several existing BPAC policies and procedures are different than other City Boards, Commissions, and Committees. Some of these differences include the BPAC application and interview process; how members are appointed; and the term of office. In order to formalize the BPAC to make it more consistent with other Boards and Commissions, changes are being proposed to the City Code (to be enacted by ordinance) and the BPAC Policy Guidelines to align with all other Boards, Commissions, and Committees. Table 1 below summarizes the existing and proposed BPAC procedures.

Table 1. Existing and Proposed BPAC Procedures

Item	Existing BPAC Reference	Proposed BPAC Reference	Other Boards Commissions, Committees
Purpose and Membership	BPAC Policy Guidelines	City Code Chapter 2.120	City Code Chapter 2.120
Membership term and meeting rules	BPAC Policy Guidelines	City Charter	City Charter
Membership appointment	Public Works solicits applications, BPAC interviews applicants and recommends appointments to Council	City Clerk procedures and Council interviews and appoints applicants	City Clerk procedures and Council interviews and appoints applicants

The draft City Code amendments relate to City Code Chapter 2.120 Boards and Commissions and will establish the existence, purpose, and membership of the BPAC. Including the BPAC within the City Code will make it consistent with how other Boards, Commissions, and Committees have been established. The draft revisions to the BPAC Policy Guidelines will modify procedures to follow membership terms and meeting rules established within the City Charter and to follow the City Clerk’s procedures to appoint members.

At the March 29, 2021 Governance and Ethics Committee meeting, the Committee did not vote on the draft policy guidelines or draft City Code amendments, but did vote on the following:

- Member Eligibility - BPAC members be at least 18 years of age, live or work in the City, and do not have to be a qualified elector of the City.
- Membership - BPAC to consist of seven members instead of nine and phase in this change so no current member loses their position during the current term.
- Applications and Appointments - Council to consider whether to continue having BPAC interview applicants, vote for applicants, and make recommendations to Council; or whether Council should interview applicants and make selections similar to other Boards and

Commissions

- BPAC Chair - Council to consider whether to continue the practice of having a Councilmember Chair, or whether BPAC should elect their own Chair from the seven members.

Additional information on these changes, as well as a staff recommendation for each item, are provided below.

Member Eligibility

Both the BPAC and the Committee requested that the draft City Code amendment state that members shall be at least 18 years of age and live or work in the City. Therefore, unlike other Boards and Commissions, BPAC members would not have to be a qualified elector of the City. This requirement is in alignment with the Metropolitan Transportation Commission (MTC) Resolution requiring the City to create a BPAC and is similar to the current practice of the BPAC; however, the BPAC did recommend adding a new requirement that members be at least 18 years of age.

Upon review, allowing members who live or work in the City may capture more input from those who directly utilize City bicycle and pedestrian facilities, which provides additional perspectives and valuable input to the BPAC. Therefore, staff supports incorporating this request into the draft City Code amendment.

BPAC Membership

The Committee discussed options for reducing the number of BPAC members to either seven or five. Ultimately, the Committee voted to recommend reducing BPAC membership from nine members to seven. The Committee also recommended “grandfathering” in existing members until the expiration of current terms.

Upon reviewing the number of BPAC members in neighboring cities of similar size, staff confirmed the following: the cities of Milpitas and Mountain View have five members and the city of Sunnyvale has seven members. Based on this information staff supports incorporating this request to limit BPAC members to seven in the draft City Code amendment.

Applications and Appointments

The BPAC requested that they continue to review membership applications, interview applicants, vote for applicants, and make recommendations for appointments to Council. The Governance and Ethics Committee members discussed the appointment process but had no preference on whether the City Council or BPAC should interview applicants.

As shown in Table 1, the BPAC is the only City Board, Commission, or Committee that does not follow the City Clerk’s procedures and rules for member appointments. The intent of revising the BPAC Policy Guidelines is for BPAC to align more with other City Boards, Commissions, and Committees. In addition, this nuance proved to be a point of controversy amongst the group when the BPAC recently interviewed and voted for new members and potential conflict of interest issues were raised. Making the BPAC process consistent with the other boards and commissions will help to alleviate these types of issues in the future. Staff reviewed neighboring cities of similar size and the process for selecting members in Mountain View, Milpitas, and Sunnyvale involves the mayor and/or councilmembers interviewing and approving BPAC members.

Upon review, the establishment and purpose of BPAC is similar to other Boards, Commissions, and Committees. Staff recommends draft revisions to the BPAC Policy Guidelines that Council interview and select BPAC applicants to follow the City Clerk's procedures and rules for appointments to align with other Boards, Commissions, or Committees.

BPAC Chair

The BPAC requested to elect its own Chair, similar to how the Chair of the Planning Commission is appointed. Currently a Councilmember serves as Chair of the BPAC and this has proved helpful to frequently clarify the role of the BPAC to members, and to run meetings in an efficient, orderly manner. This has been very valuable in keeping meetings focused, managing the agenda, informing members of Council Policy, and reminding the BPAC members of their roles.

Since the current members of the BPAC were not interviewed by Council, staff does not support making this change now and feels that it is essential to have a Councilmember in the role of BPAC Chair to run meetings in an efficient and orderly manner. However, if Council approves the recommendation that Council should interview and select BPAC applicants, then staff recommends reconsidering BPAC's request to select its own Chair in July 2025. At that time, all the members of the BPAC will be comprised of those who were interviewed and selected by Council.

ENVIRONMENTAL REVIEW

There is no environmental impact anticipated with this report.

FISCAL IMPACT

There is no fiscal impact anticipated with this recommendation.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Modify BPAC membership eligibility and require that applicants must be at least 18 years of age and live or work in the City.
2. Modify BPAC membership eligibility and require that applicants must be qualified electors of the City (at least 18 years of age and a citizen who lives in the City).
3. Reduce the number of BPAC members from the current maximum of nine members to seven members and phase in this change so no current member loses their position during the current term.
4. Do not modify the maximum number of BPAC members.
5. Modify how BPAC members are interviewed and appointed similar to other Boards and Commissions by having Council interview applicants and make selections.

6. Do not modify how BPAC members are interviewed and appointed and continue to have BPAC interview applicants, vote for applicants, and make recommendations to Council.
7. Continue to require that a Councilmember chair the BPAC.
8. Remove the requirement that a Councilmember chair the BPAC and allow the BPAC to select its own chair in July 2025 once all members of the BPAC are comprised of those who were interviewed by Council.
9. Direct staff to bring an ordinance and revised BPAC Policy Guidelines formalizing the BPAC for Council consideration.

RECOMMENDATION

Alternatives 1, 3, 5, 8 and 9:

1. Modify BPAC membership eligibility to require that applicants must be at least 18 years of age and live or work in the City;
3. Reduce the number of BPAC members from the current maximum of nine members to seven members and phase in this change so no current member loses their position during the current term;
5. Modify how BPAC members are interviewed and appointed similar to other Boards and Commissions by having Council interview applicants and make selections;
8. Remove the requirement that a Councilmember chair the BPAC and allow the BPAC to select its own chair in July 2025 once all members of the BPAC are comprised of those who were interviewed by Council; and
9. Direct staff to bring an ordinance and revised BPAC Policy Guidelines formalizing the BPAC for Council consideration.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Existing BPAC Policy Guidelines, 2014
2. Governance and Ethics Committee March 29, 2021 meeting, Report 21-64
3. Draft Ordinance
4. Revised Draft BPAC Policy Guidelines (clean)
5. Revised Draft BPAC Policy Guidelines (with redlines)

**City of Santa Clara
Bicycle and Pedestrian Advisory Committee
Policy Guidelines**

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Section 2. Membership

The BPAC is comprised of nine (9) regular members as appointed by the City Council. The Chairperson or alternate will be the Mayor or Councilperson designated by City Council and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office and Removal

The term of office for BPAC members will be three years.

Members may be re-appointed but will be considered along with all other new applicants.

To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.

Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.

Section 5. Meetings

The BPAC shall hold meetings on the third Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed or additional meetings can be approved by a quorum of the committee. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Any five members shall constitute a quorum for voting on action items.

Section 7. Voting

Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.

Section 8. Duties of BPAC to be Advisory Only

It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 9. Assistance of Staff

The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 10. Code of Ethics and Values

The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.

Section 11. Amendments

These guidelines may be amended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this 29 day of January, 2014.

PASSED AND ADOPTED by the Santa Clara City Council this 25 day of March, 2014.



Agenda Report

21-64

Agenda Date: 3/29/2021

REPORT TO GOVERNANCE AND ETHICS COMMITTEE

SUBJECT

Review Formalization of the Bicycle and Pedestrian Advisory Committee

BACKGROUND

The Bicycle and Pedestrian Advisory Committee (BPAC) is an advisory body to the City Council on matters relative to modifying or expanding the City's recreational and commuter bikeway system. Its goal is to encourage recreational and commuter bicycling by promoting safe, convenient, well-designed facilities and by evaluating local bicycle-related projects. The BPAC's purpose, membership, and policies/procedures are established through City Council's past approval of the BPAC's Policy Guidelines (Attachment 1), with the most recent version being amended by City Council on March 25, 2014.

At the September 14, 2020 Governance and Ethics Committee (Committee) meeting, the Committee provided direction to staff regarding policy guidelines for the BPAC under Item 2 ("Discussion and Consideration of Approving a New Boards, Commission and Committee". Although the City Council approved the formation of the BPAC and the BPAC Policy Guidelines, there is no City Code section addressing the BPAC. The Committee discussed an option that an ordinance be considered to clearly set forth the composition of the membership of the BPAC and the scope of the BPAC's jurisdiction. The Committee directed staff to bring back a recommendation on formalizing the BPAC through an ordinance, that reflects the input of both the Committee and the BPAC, to the December 7, 2020 Committee meeting.

To formalize the BPAC through amendments to the City Code, staff prepared a report for the BPAC's consideration that included the proposed changes to the City Code (to later be enacted by ordinance) and updated the BPAC Policy Guidelines to align with all other boards, commissions, and committees. At the October 26, 2020 BPAC meeting, staff presented the report, draft City Code amendments and draft policy guidelines revisions. The BPAC members provided numerous comments as individuals, declined to vote to approve or modify staff's recommendations, and formed a special BPAC Subcommittee to review the changes. Staff reviewed and incorporated changes to reflect comments shared by multiple BPAC members from the October 26, 2020 BPAC meeting. This included the BPAC's purpose to oversee encouragement programs as well as the maintenance of the bicycle and pedestrian transportation systems.

At the December 7, 2020 Governance and Ethics Committee meeting (Attachment 2), staff provided an update to the Committee on formalizing the BPAC and recommended deferral of the item based on the upcoming BPAC subcommittee review of the proposed changes to the City Code and BPAC Policy Guidelines. The Committee accepted staff's recommendation for deferral and directed staff to return to the Committee in March 2021 for further updates.

At the December 10, 2020 BPAC meeting, BPAC Subcommittee members provided individual reports to staff and the full BPAC. The BPAC Subcommittee stated they did not come to a full agreement on all their proposed changes or comments.

DISCUSSION

In researching how to formalize the BPAC per the Committee's direction, staff has determined that several existing policies and procedures utilized by the BPAC are different than other boards, commissions, and committees. Some of these differences included the BPAC application/interview process, how members were appointed, and the term of office. In order to formalize the BPAC and make it more consistent with other Boards and Commissions changes are being proposed to the City Code (to later be enacted by ordinance) and the BPAC Policy Guidelines to align with all other boards, commissions, and committees. Below is a summary table (Table 1) for the existing and proposed procedures.

Table 1. Existing and Proposed BPAC Procedures

Item	Existing BPAC Reference	Proposed BPAC Reference	Other Boards Commissions, Committees
Purpose	BPAC Policy Guidelines	City Code Chapter 2.120	City Code Chapter 2.120
Membership and meeting rules	BPAC Policy Guidelines	BPAC Policy Guidelines referencing City Charter Article X	City Charter Article X
Membership appointment	Public Works solicits applications and BPAC reviews applications, conducts interviews and makes recommendations for Council approval	BPAC Policy Guidelines referencing City Clerk procedures and Council interviews applicants	City Clerk procedures and Council interviews applicants

At the January 25, 2021 BPAC meeting (Attachment 3), staff presented updated draft City Code amendments and draft policy guidelines revisions based on past discussions for final BPAC consideration.

The draft City Code amendments are related to City Code Chapter 2.120 and will establish the existence and purpose of the BPAC. Including the BPAC within the City Code will provide consistency with how other Boards, Commissions, and Committees have been established.

The draft revisions to the BPAC's Policy Guidelines will change procedures to follow rules established within City Charter Article X ("Appointive Boards and Commissions"), except for electing its own Chair, and to follow the City Clerk's procedures to appoint members.

The BPAC voted in support of the recommended draft City Code amendments and draft policy

guidelines revisions with four requested changes.

1. Member Eligibility - BPAC members to be at least 18 years of age, live or work in the City, and do not have to be a qualified elector of the City.
2. Applications and Appointments - the BPAC to review membership applications, interview applicants, vote for applicants, and make recommendations to Council
3. BPAC Chair - the BPAC to elect their own Chair instead of the Chair being a Councilmember
4. Meetings - the BPAC to have a minimum of 8 meetings, 12 preferred, each year

These four requests were discussed at the meeting and below is more information on the request as well as a staff recommendation for each item.

1. Member Eligibility - Staff reviewed the BPAC's request not to change member eligibility requirements which include living or working in the City and not having to be a qualified elector of the City. This is the current practice of the BPAC and has been in use since the committee's creation in 1991. It is also in alignment with the Metropolitan Transportation Commission (MTC), which requires the creation of a BPAC, and stipulates members may live or work in the City. However, the BPAC did recommend adding a new requirement that members be at least 18 years of age. Staff supports the change requested by the BPAC since members do not need to be qualified electors. Allowing members who live or work in the City may capture more input from those who directly utilize City bicycle and pedestrian facilities which provides additional perspectives and valuable input to the committee. Therefore, staff updated the draft City Code amendment and recommends incorporating this request.
2. Applications and Appointments - Staff reviewed the BPAC's request for the committee to review membership applications, interview applicants, vote for applicants, and make recommendations to Council. As shown in Table 1, the BPAC is the only City board, commission, or committee that does not follow the City Clerk's procedures and rules. The intent of revising the BPAC Policy Guidelines is for BPAC to align more with all other boards, commissions, and committees. In addition, this nuance proved to be a point of controversy amongst the group when the BPAC recently interviewed and voted for new members and conflict of interest issues were raised. Making the BPAC process consistent with the other boards and commissions will help to alleviate these types of issues in the future. Based on this information staff did not support the request and it is not included in the proposed revisions.
3. BPAC Chair - Staff reviewed the BPAC's request to elect its own Chair. Currently a Councilmember serves as Chair, helps clarify the role of the BPAC, and runs meetings in an orderly manner. This has proved to be very valuable in trying to keep meetings focused, manage the agenda, inform members of Council Policy, and remind the BPAC members of their roles. Since the current members of the BPAC interviewed themselves, staff feels that it is essential to have a Councilmember in the role of the BPAC Chair. However, if changes are implemented and the BPAC members are eventually composed of members interviewed and appointed by Council, this request could be reconsidered. Staff would only recommend reconsidering this request once all the members of the BPAC are comprised of members who were appointed by Council.

4. Meetings - Staff reviewed the BPAC's request to increase the number of meetings each year from five to a minimum of eight. This request has been made previously, but budget and staffing levels were unable to support the request. Typical meetings average a duration of five hours and require additional upfront work to set agendas, prepare reports, respond to comments and requests, and prepare minutes. Currently, the Public Works Traffic Division has staffing levels sufficient to support the five (5) meetings stated in the policy guidelines. Recently, 22% of the staffing budget was reduced to reach targeted budget savings and it is challenging for staff to support the five planned meetings. Additional meetings will result in a workload that will far exceed the capacity of available resources and would have a significant impact on workload resulting in delays to other duties, such as traffic inquiries/complaints, construction permits, land development applications, analysis, reports and capital projects. Based on this staff is unable to support the request.

Based on this information staff has updated the proposed changes to the City Code and BPAC Policy Guidelines and is recommending the Committee to recommend them for Council approval. See Attachment 4 (clean version with changes) and Attachment 5 (shown in track changes) for the recommended draft City Code amendments. See Attachment 6 (clean version with changes) and Attachment 7 (shown in track changes) for the recommended draft revisions to the BPAC Policy Guidelines.

ENVIRONMENTAL REVIEW

There is no environmental impact anticipated with this report.

FISCAL IMPACT

There is no fiscal impact anticipated with this recommendation.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Governance and Ethics Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Recommend that the City Council enact an ordinance to amend the City Code as shown in Attachment 4 to define the purpose of the Bicycle and Pedestrian Advisory Committee; and
2. Recommend that the City Council approve revisions to the Bicycle and Pedestrian Advisory Committee Policy Guidelines as shown in Attachment 6.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Existing BPAC Policy Guidelines, 2014
2. Governance and Ethics Committee December 7, 2020 meeting, Report 20-991 Regarding BPAC
3. BPAC January 21, 2021 meeting, Report 21-1332 Regarding Governance
4. Proposed City Code Amendments (clean)
5. Proposed City Code Amendments (track changes)
6. Proposed BPAC Policy Guidelines Revisions (clean)
7. Proposed BPAC Policy Guidelines Revisions (track changes)

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Section 2. Membership

The BPAC is comprised of nine (9) regular members as appointed by the City Council. The Chairperson or alternate will be the Mayor or Councilperson designated by City Council and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office and Removal

The term of office for BPAC members will be three years.

Members may be re-appointed but will be considered along with all other new applicants.

To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.

Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.

Section 5. Meetings

The BPAC shall hold meetings on the third Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed or additional meetings can be approved by a quorum of the committee. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Any five members shall constitute a quorum for voting on action items.

Section 7. Voting

Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.

Section 8. Duties of BPAC to be Advisory Only

It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 9. Assistance of Staff

The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 10. Code of Ethics and Values

The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.

Section 11. Amendments

These guidelines may be amended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this 29 day of January, 2014.

PASSED AND ADOPTED by the Santa Clara City Council this 25 day of March, 2014.



City of Santa Clara

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Agenda Report

20-991

Agenda Date: 12/7/2020

REPORT TO GOVERNANCE AND ETHICS COMMITTEE

SUBJECT

Formalization of the Bicycle and Pedestrian Advisory Committee

BACKGROUND

At the September 14, 2020 Governance and Ethics Committee (Committee) meeting, the Committee provided direction to staff regarding policy guidelines for the Bicycle and Pedestrian Advisory Committee (BPAC) under Item 2 (“Discussion and Consideration of Approving a New Boards, Commission and Committee”). Although the City Council approved the formation of the BPAC and the BPAC Policy Guidelines (Attachment 1), there is no City Code section addressing the BPAC. The Committee discussed an option that an ordinance be considered to clearly set forth the composition of the membership of the BPAC and the scope of the BPAC’s jurisdiction.

The Committee directed staff to bring back a recommendation on formalizing BPAC through an ordinance, that reflects the input of both the Committee and BPAC, to the December 7, 2020 Governance and Ethics Committee meeting.

DISCUSSION

The BPAC is an advisory body to the City Council on matters relative to modifying or expanding the City’s recreational and commuter bikeway system. Its goal is to encourage recreational and commuter bicycling by promoting safe, convenient, well-designed facilities and by evaluating local bicycle-related projects. BPAC’s purpose, membership, and policies/procedures are established through City Council’s past approval of the BPAC’s Policy Guidelines, with the most recent version being amended by City Council on March 25, 2014.

In researching how to formalize the BPAC per the Committee’s direction, staff has determined that the existing policies and procedures utilized by BPAC are different than other boards, commissions, and committees. For example, BPAC appointments are made using applications administered by Public Works and then reviewed by BPAC members for the BPAC to make recommendations to City Council.

To formalize the BPAC through amendments to the City Code, staff prepared a report (Attachment 2) for BPAC consideration that included the proposed changes to the City Code (to later be enacted by ordinance) and updated BPAC Policy Guidelines to align with all other boards, commissions, and committees. Below is a summary table (Table 1) for the existing and proposed procedures.

Table 1. Existing and Proposed BPAC Procedures

20-991

Agenda Date: 12/7/2020

Item	Existing BPAC Reference	Proposed BPAC Reference	Other Boards Commissions, Committees
Purpose	BPAC Policy Guidelines	City Code Chapter 2.120	City Code Chapter 2.120
Membership and meeting rules	BPAC Policy Guidelines	BPAC Policy Guidelines referencing City Charter Article X	City Charter Article X
Membership appointment	Public Works solicits applications and BPAC reviews applications, conducts interviews and makes recommendations for Council approval	Policy Guidelines referencing City Clerk procedures and Council interviews applicants	City Clerk procedures and Council interviews applicants

At the October 26, 2020 BPAC meeting, staff presented the draft City Code amendments and draft policy guidelines revisions. The BPAC provided numerous comments (Attachment 3), declined to vote on staff's recommendations, and formed a special BPAC subcommittee to review the changes. The BPAC subcommittee formed for this Governance item and is scheduled to present their work at the upcoming December 10, 2020 BPAC meeting. It is noteworthy that BPAC has an Annual Work Plan and one of the workplan items for 2021 includes reviewing the BPAC bylaws.

Below is a summary of the proposed City Code amendments and BPAC Policy Guidelines revisions, the BPAC's comments from the October 26, 2020 meeting, and staff's responses to the comments to date.

Proposed City Code amendments relating to the BPAC

Staff had drafted City Code amendments relating to City Code Chapter 2.120 to establish the existence and purpose of BPAC. Including the BPAC within the City Code will provide consistency with how other Boards, Commissions, and Committees have been established.

At the October 26, 2020 BPAC meeting, staff presented the draft City Code amendments to the BPAC. BPAC members provided general comments as listed below:

1. Add "to advise staff in addition to Council."
2. Add "to advise council on maintenance of bicycle and pedestrian systems."
3. Add "to advise on bike and scooter share programs."
4. Add "aid in the development of bike/ped masterplans."
5. Add "transportation policies" to the policies that the BPAC considers when the BPAC review projects.
6. Add "Vision Zero, Climate Change, and Greenhouse gas policies to be included in the BPAC's roles and responsibilities."
7. Include "Communities of Concern" as a focus for BPAC's review of projects/programs.

Upon review and analysis of BPAC's comments, staff updated the draft City Code amendments to incorporate comments #2, #3, and #6. Staff does not propose to incorporate the other BPAC recommended changes as BPAC is not authorized to advise staff on work direction (#1), does not work directly on bike/ped masterplans or develop planning documents (#4), does not currently review projects for other transportation policies (i.e. such as Vehicle Miles Travelled or Level of Service) and instead focuses on Complete Streets Policy review (#5), and "Communities of Concern" have been factored into the prioritization of projects within the City's Bicycle Plan and Pedestrian Plan and further review is not warranted (#7). Incorporation of these suggestions would result in a governance issue with respect to how staff is directed to implement policy from the City Council, which would set precedent and also may conflict with future policy making. See Attachment 4 for the updated proposed City Code amendments based on staff's review of BPAC's comments from the October 26, 2020 BPAC meeting.

BPAC Policy Guidelines Revision

Staff drafted proposed revisions to the BPAC's Policy Guidelines to follow rules established within City Charter Article X ("Appointive Boards and Commissions") and to follow the City Clerk's procedures to appoint members. At the October 26, 2020 BPAC meeting, staff presented the proposed revisions to the BPAC Policy Guidelines to the BPAC. BPAC members provided general comments as listed below:

1. BPAC should be a Commission instead of a Committee
2. BPAC should elect the BPAC chair vs. the chair being a Councilmember

Upon review and analysis of the BPAC's comments, staff does not propose to incorporate BPAC's comments into the proposed revisions to the BPAC Policy Guidelines as the intent of updating the Policy Guidelines is not to change to a commission (#1) or elect its own Chair (#2). The intent is for BPAC to follow the same rules as other boards, commissions, and committees, such as:

- Membership terms are four years and start on July 1
- Action requires a vote of a majority of the entire membership
- Members must be a qualified elector (defined as a citizen eligible to vote)
- Appointments are made using applications administered by the City Clerk and interviews with Council members

See Attachment 5 for the proposed revisions to the BPAC Policy Guidelines.

BPAC Subcommittee related to Governance

At the October 26, 2020 BPAC meeting, the BPAC formed a subcommittee to review in more detail the proposed City Code amendments and Policy Guidelines revisions. The subcommittee will present its work at the upcoming December 10, 2020 BPAC meeting. The full BPAC and staff will receive and review the subcommittee report and staff will prepare and present a staff analysis at the January 25, 2021 BPAC meeting. The intent is for staff to thoroughly review the subcommittee report and take into consideration the Governance and Ethics Committee's comments from the December 7, 2020 meeting.

20-991

Agenda Date: 12/7/2020

Governance and Ethics Committee Alternatives

Based on the formation of the BPAC subcommittee and the upcoming subcommittee report on December 10, 2020, staff proposes to return to the Governance and Ethics Committee at its first quarter meeting in 2021 tentatively scheduled on March 1, 2021, with a report on the BPAC's January 25, 2021 meeting related to this topic.

ENVIRONMENTAL REVIEW

There is no environmental impact anticipated with this report.

FISCAL IMPACT

There is no fiscal impact anticipated with this recommendation.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Governance and Ethics Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

Alternatives 1 and 2:

1. Recommend that the City Council enact the proposed City Code amendments by ordinance to establish the purpose and membership of the BPAC and approve the proposed BPAC Policy Guidelines revision to ensure the BPAC follows the same rules and procedures used by other boards, commissions, and committees.
2. Defer consideration of the proposed City Code amendments and BPAC Policy Guidelines revision until after the BPAC and staff have received the BPAC subcommittee December 10, 2020 report on governance.

RECOMMENDATION

Alternative 2: Defer consideration of the proposed City Code amendments and BPAC Policy Guidelines revision until after the BPAC and staff have received the BPAC subcommittee December 10, 2020 report on governance.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bicycle and Pedestrian Advisory Committee Policy Guidelines, 2014
2. October 26, 2020 BPAC Report Regarding Governance
3. BPAC Comments on Draft City Code Amendments and Draft Policy Guidelines Revisions

20-991

Agenda Date: 12/7/2020

4. Proposed City Code Amendments
5. Proposed BPAC Policy Guidelines Revisions

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Section 2. Membership

The BPAC is comprised of nine (9) regular members as appointed by the City Council. The Chairperson or alternate will be the Mayor or Councilperson designated by City Council and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office and Removal

The term of office for BPAC members will be three years.

Members may be re-appointed but will be considered along with all other new applicants.

To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.

Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.

Section 5. Meetings

The BPAC shall hold meetings on the third Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed or additional meetings can be approved by a quorum of the committee. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Any five members shall constitute a quorum for voting on action items.

Section 7. Voting

Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.

Section 8. Duties of BPAC to be Advisory Only

It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 9. Assistance of Staff

The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 10. Code of Ethics and Values

The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.

Section 11. Amendments

These guidelines may be amended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this 29 day of January, 2014.

PASSED AND ADOPTED by the Santa Clara City Council this 25 day of March, 2014.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-1002

Agenda Date: 10/26/2020

REPORT TO BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

SUBJECT

Governance Committee Findings (Liw)

BACKGROUND

At the September 14, 2020 Governance and Ethics Committee (Committee) meeting (item 20-313, Attachment 1), the Committee provided direction to staff to formalize the Bicycle and Pedestrian Advisory Committee (BPAC). As a result, the Committee recommended staff to coordinate with the BPAC to draft an ordinance to update the City Code and to also update the BPAC Policy Guidelines.

DISCUSSION

The City currently has several boards, commissions, and committees (Commissions). While the BPAC has policy guidelines that have been approved by the City Council, there is no reference to the BPAC within the City Code and Charter. In addition to providing language within the City Code related to BPAC, staff is proposing that the BPAC appoint members and fill vacancies using procedures established by the City Clerk's office to maintain consistency amongst the BPAC and Commissions.

Staff has drafted the proposed language below to update the City Code and the BPAC Policy Guidelines to align BPAC with other City commissions.

2.120.150 Bicycle and Pedestrian Advisory Committee

The Bicycle and Pedestrian Advisory Committee shall consist of nine members. Eight members shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

- (a) Act in an advisory capacity to Council on matters pertaining to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system.
- (b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and other state, federal, and local funding programs.
- (c) Review and advise Council on comprehensive bicycle and pedestrian master plans.
- (d) Recommend roadway modification per the City's Complete Streets policy.
- (e) Support educational, recreational, and cultural activities for bicyclists and pedestrians

Attachment 2 is the BPAC Policy Guidelines with recommended updates. Attachments 3 and 4 are the Charter and Code with rules governing boards and commissions. Attachments 5, 6, and 7 contain references for Commission members.

RECOMMENDATION

Review and approve staff's recommendations to update the City Code and the BPAC Policy Guidelines language to align BPAC with other City Commissions.

Reviewed by: Jonathan Yee, Transportation Manager, Public Works

Approved by: Michael Liw, Assistant Director/City Engineer, Public Works

ATTACHMENTS

1. September 14, 2020 Governance and Ethics Committee Report
2. BPAC Policy Guidelines with recommended updates
3. City of Santa Clara City Charter Article X
4. City of Santa Clara City Code Chapter 2.120
5. Application for Board, Commissions, and Committee
6. Voting Guidelines for the Appointment of Applicants to Boards and Commissions
7. Guide for Board, Commissions, and Committee Applicants

21-64 ATTACHMENT 2-12/7/20 GOVERNANCE & ETHICS MEETING

Attachment 1

September 14, 2020 Governance and Ethics Committee Report



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-313

Agenda Date: 9/14/2020

REPORT TO GOVERNANCE AND ETHICS COMMITTEE

SUBJECT

Discussion and Consideration of Approving a New Boards, Commission and Committee Policy

BACKGROUND

At the first quarterly Governance and Ethics Committee (Committee) meeting held on April 25, 2019, the Committee adopted its 2019 quarterly workplan, which included the review of the Boards, Commissions, and Committees policy regarding how business activities are conducted, and meeting attendance.

At the November 21, 2019 Governance and Ethics Committee meeting, the Committee deferred the Boards, Commissions, and Committees policy report to the first 2020 quarterly Governance and Ethics Committee meeting.

At the February 10, 2020, Governance and Ethics Committee meeting, the Committee reviewed a proposed new Boards, Commissions and Committees policy and provided feedback and directed staff to return on September 14, 2020 with a revised version.

Staff has attached the current City Council committees and outside agency committees approved on February 11, 2020, for reference (Attachment 1).

DISCUSSION

The current Boards and Commission policy was approved by Council on July 21, 1998. Staff is recommending it be repealed and replaced with the new version which is more in line with best practices and addresses the Committee's concerns related to absences, code of ethics, conduct, trainings and much more. A redline version is attached with the Committee's requested changes (Attachment 2).

In addition to the redline edits incorporated in the proposed policy, there were additional questions related to:

- Bicycle Pedestrian Advisory Committee (BPAC) membership
- Renaming of the Housing Rehabilitation Loan Committee
- Reinstatement of International Exchange Commission
- Violation of Code of Ethics by member and Council recourse to remove a member beyond absences

Summary of Bicycle and Pedestrian Advisory Committee (BPAC) History

The Citizens Committee on Bicycles was established in 1991. The Citizens Committee on Bicycles was comprised of 7 members (Chair - Councilmember, 1 member at large, 1 PTA representative, 1

SCUSD Administrator, 1 member representing Santa Clara Valley Bicycle Association, and 2 City Staff members [Traffic Engineering and Traffic Lieutenant from the Police Department]). The requirement to serve on the Committee was to either live or work in the City of Santa Clara. The City Council approved the BPAC structure found in their Guidelines (Attachment 3). It does not appear that the City has a City Code section addressing this Committee. If the Governance and Ethics Committee chooses, it may recommend to the City Council to enact an ordinance that clearly sets forth the composition of the membership of the Committee and the scope of the committee's jurisdiction.

Renaming the Housing Rehabilitation Loan Committee

At the February 10, 2020 Governance and Ethics Committee meeting, the Committee inquired about renaming the Housing Rehabilitation Loan Committee (HRLC) to a Commission and noted that a name change may be appropriate given the Council Committee restructuring that was approved by the Council in 2019. As background, on February 5, 2019, the City Council approved the broad restructuring of Committees, which removed the Councilmember position from the HRLC. At that time, staff noted that the HRLC's scope did not require a Council Committee to consider loan approvals since these approvals are administrative in nature and funding has already been approved by the City Council in the annual appropriation of the budget. As part of the proposed change, loan approvals would be strictly administrative and approved by an internal credit Committee, while the restructured and renamed commission (Housing Commission) would include advisory functions related to the administration of the City's Federal entitlement grants and programs, which include neighborhood enhancement, homeless programs, and public service grants. The HRLC is currently comprised of a three-member body of Santa Clara residents. Staff looks forward to adding those new items and reporting quarterly on the loan portfolio to the advisory functions of the HRLC.

In review of the legislative history for the HRLC, it does not appear that the City ever established a City Code section addressing this committee. The Governance and Ethics may recommend to the City Council to enact an ordinance that clearly sets forth the composition of the membership of the Committee and the scope of the committee's jurisdiction.

Reinstatement of International Exchange Commission

At the January 2020 City Council Priority Setting Session, the Council directed staff to evaluate the resources needed to reinstate the International Exchange Commission (IEC).

Staff began researching and assembling information to assist City Council in its decision to reinstate the IEC, which includes administrative, staffing and financial considerations. Due to the impact of the COVID-19 pandemic, international travel to and from our Sister and Friendship Cities for staff and delegations has ceased for the time being.

Currently, there is no timeline for the resumption of international travel; however, staff is prepared to reinstate the IEC in January 2021 when there will be more known information about international travel activity. To that end, Council appointment to the IEC will be integrated with the regular process used by the City Council to appoint members of the Council to boards, commissions, and regional organizations. Because reinstatement of the IEC will impact the powers, functions, and duties of the Cultural Commission, staff proposes bringing the information forward to the Governance and Ethics Committee for review and discussion prior to taking this to the City Council.

Removal of a Member beyond Absences

On February 10, 2020, the Governance and Ethics Committee inquired about what happens if a member was to violate codes of ethics and what the Council's recourse was for removal of members beyond absences.

The City Charter states in Section 1002 "Except as otherwise provided in this article, the members of each of such boards or commissions shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes." The Council has not set forth the ground for Council to exercise their power. After review of what other jurisdictions have done to address removal of a member beyond absences, staff has provided below some reasons for Committee consideration.

Potential Reasons for Commission member Removal

The members of each board or commission may be subject to removal by motion of the City Council for the following reasons:

- Failure to maintain eligibility requirements
- Failure to complete required training
- Failure to adhere to Council policy governing board and commission member interaction with City Council, the public, staff, and/or other board or commission members
- Violation of Code of Ethics and Conduct

To provide due process, the Committee may choose to include in the policy a process whereby Council places commission member removal recommendations on a council meeting agenda, and/or at a hearing during an open council meeting.

In addition, there is currently a policy in place regarding complaints received about a commissioner, Policy and Procedure #032 (Attachment 4), found in the Boards and Commissions Handbook.

FISCAL IMPACT

There was no fiscal impact associated with this report

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Governance and Ethics Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>

RECOMMENDATION

1. Recommend that the City Council enact ordinances that clearly set forth the composition of the membership of each commission and the scope of the commission's jurisdiction; and
2. Approve the revised Boards and Commissions Policy that will be included in the Boards, Commissions, and Committee handbook.

20-313

Agenda Date: 9/14/2020

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. 2020 City Council and Outside Agencies Committees
2. Redline Version of Proposed Policy
3. Bicycle and Pedestrian Advisory Committee Guidelines
4. Boards and Commissions Handbook - Policy and Procedure #032

Attachment 2

BPAC Policy Guidelines with recommended updates

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are described in Section 2.120.150 of the City Code. ~~The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system.~~ Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Commented [JY1]: Covered by new City Code

It is intended that the BPAC shall be an advisory committee to the City Council as provided in Article X of the City Charter and Chapter 2.120 of the City Code. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Commented [JY2]: Moved from Section 8

Section 2. Membership

The BPAC is comprised of nine (9) members, which consists of eight (8) regular members and one (1) as appointed by the City Council. ~~The~~ Chairperson or alternate that will be the Mayor or Councilperson designated by City Council.

Members must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

Applications for BPAC membership shall be in a format determined by the City of Santa Clara City Clerk's Office.

Voting for BPAC membership shall be in accordance with the City of Santa Clara Voting Guidelines for the Appointment of Applicants to Boards and Commissions. ~~and shall be considered a member.~~

-The ~~remaining~~ eight (8) regular members shall be citizens at large with a representative from the following groups strongly encouraged to be members:

Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office, ~~and Removal, and Vacancies~~

The term of office ~~and removal of members are described in Article X of the City Charter for BPAC members will be three years.~~

~~Members may be re-appointed but will be considered along with all other new applicants.~~

~~To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.~~

~~Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.~~

Commented [JY3]: Covered by Charter. Staggered terms expirations have been memorialized on BPAC roster roll

~~Section 4. Vacancies~~

~~Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.~~

Commented [JY4]: Moved to Section 3

Section ~~5~~4. Meetings

~~Meetings must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.~~

The BPAC shall hold meetings on the ~~third~~ ~~fourth~~ ~~Monday~~ ~~Wednesday~~ in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed. ~~or a~~ Additional meetings can be ~~approved~~ ~~recommended~~ by a quorum of the committee ~~and approved by the City Manager~~. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

~~Section 6. Quorum~~

~~Any five members shall constitute a quorum for voting on action items.~~

Commented [JY5]: Covered by Section 4. Meetings

Section 7. Voting

~~Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.~~

Commented [JY6]: Covered by Section 4. Meetings

Section 8. Duties of BPAC to be Advisory Only

~~It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.~~

Commented [JY7]: Moved to Section 1

Section 96. Assistance of Staff

~~The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the~~ The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Commented [JY8]: Covered by City Code

Section 10. Code of Ethics and Values

~~The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.~~

Commented [JY9]: Covered by Section 2. Membership

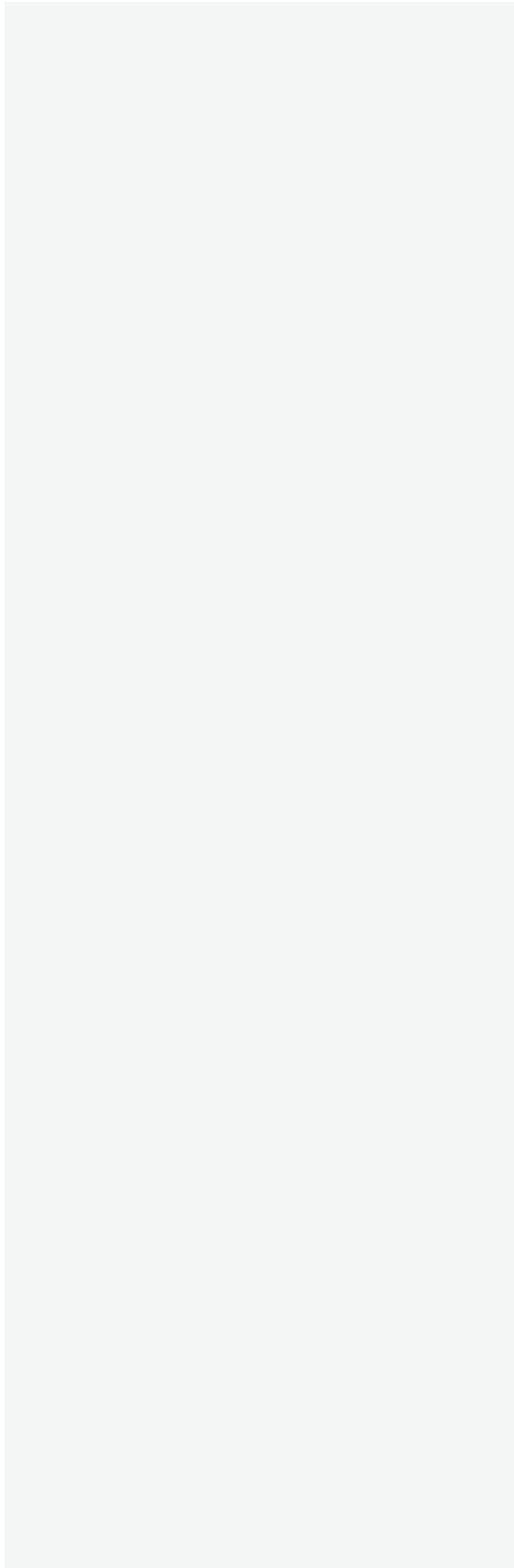
Section 448. Amendments

~~These Amendments to the~~ guidelines may be ~~amended-recommended~~ by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

21-64 ATTACHMENT 2-12/7/20 GOVERNANCE & ETHICS MEETING

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this ___ day of _____.

PASSED AND ADOPTED by the Santa Clara City Council this ___ day of _____.



Attachment 3

City of Santa Clara City Charter Article X

CITY CHARTER

Article X. Appointive Boards and Commissions

Sec. 1000 In general.

There shall be the following enumerated boards and commissions which shall have the powers and duties herein stated, and such other powers and duties as may be conferred by the City Council which are not inconsistent herewith. In addition, the City Council may create by ordinance such boards or commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of this Charter.

Sec. 1001 Appropriations.

The City Council shall include in its annual budget sufficient appropriations of funds for the efficient and proper functioning of such boards and commissions.

Sec. 1002 Appointments; terms.

Except as otherwise provided in this article, the members of each of such boards or commissions shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes. Except as otherwise provided in this article, the members of such boards and commissions shall serve for a term of four years and until their respective successors are appointed and qualified; provided, however, the members first appointed to those boards and commissions shall so classify themselves by lot that each succeeding July 1st the term of at least one of their number shall expire.

Sec. 1003 Meetings; Chair.

As soon as practicable, following the first day of July of every year, each of such boards and commissions shall organize by electing one of its members to serve as presiding officer at the pleasure of such board or commission. Each board or commission shall hold regular meetings as required by ordinance of the City Council, and such special meetings as it may require. All proceedings shall be open to the public unless the nature of any proceeding is such that in the opinion of such board or commission the public interest would be best served by closing a particular proceeding to the public, and the reasons therefor are declared in any action closing such proceeding. Upon conclusion of any such proceeding any final action which is to be taken by such board or commission, with respect to such proceedings, shall be taken in open meeting.

The affirmative or negative vote of a majority of the entire membership of such board or commission shall be necessary for it to take action. Each board or commission shall keep a record of its proceedings and transactions. Each board or commission may prescribe its own rules and regulations which shall be consistent with this Charter and copies of which shall be kept on file in the office of the City Clerk where they shall be available for public inspection. It shall have the same power as the City Council to compel the attendance of witnesses, to examine them under oath and to compel the

production of evidence before it. (Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State *Statutes of 2000*)

Sec. 1004 Compensation, vacancies.

The members of boards and commissions shall serve without compensation for their services as such, but may receive reimbursement for necessary traveling and other expenses when on official duty on order of the City Council.

Except as otherwise herein provided, any vacancies in any board or commission from whatever cause arising, shall be filled by appointment by the City Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term. If a member of a board or commission absents himself/herself from three regular meetings of such board or commission, consecutively, unless with permission of such board or commission expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, his/her office shall be vacant and shall be so declared by the City Council. (As amended, 1967 Statutes, Senate Concurrent Resolution No. 35; Chapter 61; Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State *Statutes of 2000*)

Sec. 1005 Oaths; affirmations.

Each member of any such board or commission shall have the power to administer oaths and affirmations in any investigation or proceeding pending before such board or commission.

Attachment 4

City Code Chapter 2.120

CITY CODE

Chapter 2.120 BOARDS AND COMMISSIONS

Article I. Establishment, Powers and Duties Generally

2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards and commissions:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))
- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))

All members of boards and commissions, except for members of the Youth Commission, shall be qualified electors of the City and shall serve at the pleasure of the City Council. (Ord. 947; Ord. 1088; Ord. 1241 § 3, 4-13-71; Ord. 1276 § 1, 6-26-73; Ord. 1625 § 1, 7-16-91; Ord. 1673 § 1, 6-20-95; Ord. 1809 § 1, 9-26-06; Ord. 1908 § 1, 7-16-13. Formerly § 2-90).

2.120.020 Powers and duties generally.

The boards and commissions of the City shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the Charter:

- (a) To establish rules and regulations governing the election of their officers, the holding of meetings and the conduct of business.
- (b) To utilize all appropriate techniques in crystallizing and testing public sentiment on major public issues in their respective fields.
- (c) To make budget recommendations.
- (d) To hold official hearings as required by law or requested by the City Council.
- (e) To advise and recommend on City policies and procedures pertinent to their respective activities and functions.
- (f) To support and adhere to all City policies promulgated by the City Council and to establish needed interim policies in the absence of the same.
- (g) To provide information and promote good public relations between the City and the general public.

(h) To receive at least two hours of training in general ethics principles and ethics laws relevant to their public service every two years, as required by state law and the City Council.

(i) To perform such other related functions as may be assigned to them by the City Council. (Ord. 947; Ord. 1837 § 1, 5-6-08. Formerly § 2-91).

2.120.030 Meetings.

Each board or commission of the City with members thereon appointed by the City Council shall hold regular meetings at the times and on the days indicated by resolution of the City Council except when such day falls on a City holiday, and shall hold such special meetings as it may require. The times and days for holding regular meetings are subject to amendment from time to time by resolution of the City Council. A copy of the applicable resolution(s) is and will be available for public inspection in the office of the City Clerk. (Ord. 1298 § 2, 10-15-74; Ord. 1300 § 1, 11-12-74; Ord. 1569 § 1, 5-26-87. Formerly § 2-91.1).

2.120.040 Utilization of City personnel.

The various boards and commissions may utilize the services of the appropriate City departmental personnel in carrying out their respective functions, subject to the administrative control of the City Manager. (Ord. 947. Formerly § 2-92).



**City of
Santa Clara**
The Center of What's Possible

Public Works/Engineering

Attachment 5

Application for Board, Commissions, and Committee



City of Santa Clara

The Center of What's Possible

21-64 ATTACHMENT 2-12/7/20 APPLICATION BOARD, COMMISSIONS, AND COMMITTEE

CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,
Santa Clara, California 95050

Phone: 408-615-2220 E-mail: Clerk@santaclaraca.gov

*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Name:

Address:

City:

State: Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara? Yes No Unsure

Are you a registered voter of Santa Clara? Yes No Unsure

Have you attended a meeting of this Board/ Commission/Committee? Yes No Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices
Applicant has served:

Position/ Office Held:

Dates:

21-64 ATTACHMENT 2-12/7/20 GOVERNANCE & ETHICS MEETING

Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

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Special Interests, Hobbies or Talents:

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

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21-64 ATTACHMENT 2-12/7/20 GOVERNANCE & ETHICS MEETING

Special awards or recognition received:

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Any other information which you feel would be useful to the City Council in reviewing your application:

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

Yes No Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes No Unsure

Signature of Applicant:

Date Signed:

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.

Attachment 6

Voting Guidelines for the Appointment of Applicants to Boards and Commissions

**CITY OF SANTA CLARA
VOTING GUIDELINES FOR THE APPOINTMENT
OF APPLICANTS TO BOARDS AND COMMISSIONS**

- 1) Council is given a copy of the applications in their weekly packet to review and consider applicant qualifications.
- 2) Council interviews applicant. Interviews are held at a City Council Meeting for the Planning Commission and Civil Service Commission. Interviews are held in a less formal area of City Hall for all other Boards and Commissions.
 - A) Each applicant is given three (3) minutes for an opening statement. The applicant may respond to questions from the Council. The applicant has one (1) minute for a closing statement.
- 3) Council votes for applicants:
 - A) If there are four (4) or fewer applicants the Council will cast one vote each for their desired appointee.
 - B) If there are five (5) or more applicants, the Council will cast one vote each for their two desired appointees. Only one vote per applicant is allowed. A Councilmember may choose to vote for only one applicant but will relinquish the other vote.
- 4) The votes are tallied:
 - A) If there are four (4) or fewer applicants the Clerk will announce the winner.
 - i. If there is a tie, there will be 3 re-votes for the Council to reconsider the applicants. The Council has the opportunity to deliberate between each round of re-voting.
 - ii. If there is still a tie and there is not a full Council present, the Council will defer the decision until a full Council is present, and re-interview the top two applicants.
 - iii. If there is a full Council present, the Members will draw straws, with the person drawing the long straw abstaining from voting at the next round. The Council has the opportunity to deliberate.
 - iv. The Council votes, with the applicant receiving the highest number of votes being the winner. The City Clerk will announce the winner.
 - B) If there are five (5) or more applicants, the Clerk will announce the two applicants who received the highest number of votes. The Council then has an opportunity to deliberate regarding the remaining two applicants.

The Council will then cast one vote each for their desired appointee. The City Clerk will announce the winner.

- i. If there is a tie, there will be 3 re-votes for the Council to reconsider the applicants. The Council has the opportunity to deliberate between each round of re-voting.
 - ii. If there is still a tie and there is not a full Council present, the Council will defer the decision until a full Council is present, and re-interview the top two applicants.
 - iii. If there is a full Council present, the Members will draw straws, with the person drawing the long straw abstaining from voting at the next round. The Council has the opportunity to deliberate.
 - iv. The Council votes, with the applicant receiving the highest number of votes being the winner. The City Clerk will announce the winner.
- 5) A Council Member makes a motion to appoint the applicant that received the highest number of votes. The Council has the opportunity to vote unanimously to appoint the applicant using the Council Chambers electronic voting equipment.

Attachment 7

Guide for Board, Commissions, and Committee Applicants



**City of
Santa Clara**
The Center of What's Possible

GUIDE FOR BOARD, COMMISSIONS AND COMMITTEE APPLICANTS

A Guide for Board, Commissions and Committee Applicants

The City Charter requires that all members of the Board, Commissions or Committee (referred to collectively as “Commissioners”) be residents and qualified electors in the City of Santa Clara (Section 1004). While membership on a Commission requires no definite qualifications, there are desirable characteristics which the City Council will be looking for as they review applications:

Familiarity with Community:

The City Council expects that all appointees have lived in Santa Clara for at least a year immediately prior to their appointment and are somewhat familiar with the physical, social and economic make-up of the City. Applicants should demonstrate an active interest and involvement in the community.

Familiarity with Major Issues:

While it will be assumed that applicants are familiar with the specific issues that are being addressed by the Commission for which they are applying, it is also expected that applicants are aware of far reaching issues that impact all sectors of City programs and services.

Knowledge of the Commission:

It is assumed that during the application process, applicants will become familiar with the responsibilities and role of the Commission in the City's policymaking structure.

Commitment to Serve:

It is fully expected that appointed Commissioners will serve their full term of office. While personal or professional circumstances might necessitate an unexpected resignation, applicants who are aware of any reasons why they may not be able to complete a full term or attend regularly scheduled meetings, should indicate this on their application. While time commitments will vary depending upon schedules and workload, Commissioners are expected to attend all scheduled meetings and in addition, may be expected to participate in study sessions or serve on subcommittees and attend Special Meetings, as necessary.

Relations with the Community:

The actions of Commissioners will reflect on the City of Santa Clara. Commissioners are expected to relate to the community with impartiality and courtesy, fostering government at its best.

Tips for Applying for a Commission

The application can be found online at www.santaclaraca.gov/commissions.

Type or Neatly Print your Application:

Staff must be able to read your application in order to process it efficiently.

Answer All Questions on the Application:

The City Council reviews your application to get an understanding of your background and experience, and what skills and talents you believe you could bring to a particular Commission. Do not forget to sign your application.

Attend one or two Meetings of the Commission for which you are Applying:

Find out what kinds of issues the Commission is currently facing and what issues may be coming in the future. Review the minutes of the Commission's meetings which are available online and in the City Clerk's Office.

Talk to Commissioners:

Contact the City Clerk's Office or visit the City's website at www.santaclaraca.gov/commissions for a roster of Commissioners. Commissioners can share with you their experience on the Commission, give you an estimate of the time commitment involved in serving, and share with you what they see as current and future issues for the Commission.

Talk to City Staff Liaisons to the Commission:

Listed on the above-mentioned roster is a City staff liaison who is assigned to work with a particular Commission. The City staff liaison is a good resource in learning more about the function and role of serving as a Commissioner. (City staff cannot recommend or lobby for any applicant for a Commission).

Find out City Council's Priorities and Interests:

Attend City Council meetings and review meeting minutes. Contact the City Clerk's Office for a schedule of meetings or visit www.santaclaraca.gov.

Review the Code of Ethics for Appointed and Elected Officials:

Included at the end of this Guide is a copy of the Code of Ethics. Review it and understand that if you are appointed to a Commission, you will be required to abide by it.

Prepare for the Interview:

Although we do not know what specific questions the City Council will ask, it is suggested that you clarify for yourself why you are applying for a specific Commission, understand the role and function of the Commission, and be familiar with the current issues it is examining.

Treat the Interview with the City Council like a Business Interview:

Professional business dress is appropriate. Understand that the City Council is not only considering what experience, skills and talents you bring to a Commission, but also how well you will represent the City.

Application Process/Appointments

When a vacancy on a Commission occurs, the City Manager's Office staff prepares a press release which is distributed to all local media, including the *Santa Clara Weekly*. The vacancy is announced during a scheduled City Council meeting, on the City's Municipal Cable Channel 15, on the City's website and through the City's social media channels. Copies of the announcement are sent to those individuals on the list of interested parties. Anyone may have their name added to the list of interested parties to be notified by contacting the City Clerk's Office or by filling out the interest form found at www.santaclaraca.gov/commissions.

Applications for vacancies are obtained online at www.santaclaraca.gov/commissions or from the City Clerk's Office at 1500 Warburton Avenue. Completed applications can be submitted online at www.santaclaraca.gov/commissions, via email to clerk@santaclaraca.gov or to the City Clerk's Office. The completed applications are forwarded to the City Council in the regular agenda packets for public review. The City Council interviews all applicants (except for the Youth Commission) at a date certain. The official appointment of Commissioners is made at a City Council meeting by at least four affirmative votes of the City Council. Applications will be kept confidential until placed on the Council agenda, at which time applications are made public in their entirety.

Youth Commission applications are distributed and available to middle school and high school students in the City of Santa Clara. The Staff Liaison will coordinate the interview process. A list of recommended applicants and alternates to the Youth Commission will be submitted to the City Council. The Council approves the final selection and appointment of Youth Commissioners.

Term of Office

Commissioners generally are appointed for a four-year term. The City Council may reappoint an existing member or fill the vacancy with a new applicant. The maximum time a Commissioner may serve is two consecutive full terms, except the Youth Commission who serve for a one-year term with a maximum of 4 years (4 terms). If an individual is appointed to fill a partial term he or she may still serve two additional full terms of office. After a lapse of at least two years, an individual is eligible to reapply to serve on the same Commission and the same application process would apply as for individuals who have never served. Individuals may apply to serve on a different Commission once their term of office expires for their current commitment (minutes of City Council meetings 12/1/59 and 10/17/78). The term of office officially begins when the new member takes the oath of office administered by the City Clerk and meets with the Staff Liaison to the Commission. There is no monetary compensation or benefits for Commissioners.

Disclosure Statements - Economic Conflicts of Interests

Disclosure statements must be filed by Planning Commissioners, Civil Service Commissioners and Housing Rehabilitation Loan Committee Members.

Commissioners of these three entities are required to file an Annual Statement of Economic Interests to disclose the investments and interest in real property held and income received each year. Newly appointed Commissioners to these groups must file an Assuming Office Statement that discloses any investments or interests in real property held by the Commissioners on the date he or she assumed office, and during the twelve (12) months prior to the date the office was assumed. All outgoing Commissioners to these groups must also file a Leaving Office Statement when he or she resigns or at the end of his or her term(s).

The City Clerk administers disclosure statements and maintains original file copies of all statements. These are available for public review in the City Clerk's Office. The statements of Planning Commissioners are forwarded to the Fair Political Practices Commission and copies are retained for public review in the City Clerk's Office.

No Contracts with the City:

Commissioners cannot have any contracts with the City. Penalties for violation of Government Code Section 1090 are severe: the contract is invalidated, the individual is disqualified for life from public office, and the individual can be charged with criminal action.

Purpose

How Commissioners Serve the Citizens of Santa Clara

“You make a living by what you get, but you make a life by what you give.”

Winston Churchill

Commissioners play a critical role in the City of Santa Clara. They serve as a conduit for citizen input - a way of gathering, analyzing and recommending options to the City Council which has the final responsibility for making policy decisions. City staff can provide professional and technical expertise and, of course, any citizen can come before the City Council to offer an opinion or make a suggestion. Commissioners provide another important avenue for determining the community's feelings about an issue. The individuals who serve on Commissions are among the most respected and appreciated volunteers in the community.

The formal descriptions of the roles and responsibilities of Commissioners, as set in the City Charter and City Code, are included in the back of this guide. Here is a brief summary of how Commissions serve the democratic process in the City of Santa Clara.

The Purpose of Commissions in Santa Clara is to:

- Hold public meetings and use other means to determine how the community feels about issues related to their respective fields.
- Recommend policies and procedures related to their respective fields to the City Council.
- Serve as an intermediary between the public, City staff, and the City Council by providing information, explanation, and support for different points of view.
- Exemplify the mission statement of City government in Santa Clara which is "to promote a living and working environment that allows for the best quality of life by serving the community with resourceful, efficient, progressive and professional leadership."

City Government Background Information

Putting Commissions into Context

"Those in high places are more than the administrators of government bureaus. They are more than the writers of law. They are the custodians of a nation's ideals, of the beliefs it cherishes, of its permanent hopes, of the faith which makes a nation out of a mere aggregation of individuals."

Walter Lippmann

The City of Santa Clara is a Charter City, incorporated in 1852 under the laws of the State of California. Santa Clara uses a Council-Manager form of government. The City Council serves as the legislative body, sets policies and procedures, and represents the citizens of Santa Clara. The City Manager, as the Chief Executive Officer appointed by the City Council, implements City Council policies and procedures. The City Attorney and the City Auditor are also appointed by the City Council while the City Clerk and the Chief of Police are full-time elected positions. The City Council also serves as the governing board for the Stadium Authority, Sports and Open Space Authority, and Housing Authority, with the City Manager, City Attorney, and City Clerk serving in comparable roles.

City Council

The Santa Clara City Council, the governing body of the City, is made up of six Council Members and a directly elected Mayor, who are elected in a non-partisan election and serve "at large," representing the whole City; not a particular district. The City Council is accountable to the citizens it serves. Elections are held in November of even calendar years except when special elections are held. City Council Members and the Mayor serve four-year terms and each may serve a maximum of two consecutive terms. Four council terms are up in one election; two other council terms and the Mayor's term are up two years later.

The City Council formulates policies, approves programs, appropriates funds and establishes local taxes and assessments. The decisions of the City Council are reached by a majority vote. The City Council enacts local laws (ordinances) and regulations for governing of the City. The local ordinances adopted by the City Council are in the City Code. Other City Council directives and policies are recorded in resolutions or council minutes.

The Santa Clara City Council generally meets twice per month, separately but concurrently with the Santa Clara Stadium Authority, Sports and Open Space Authority and City of Santa Clara Housing Authority. Meetings generally start in the evening at various times between 5:00 pm and 7:00 pm. Copies of the concurrent City Council agenda are available 72 hours before the meetings at the City Clerk's Office, Central Park Library, Mission Library Family Reading Center, Northside Branch Library and on the City's website www.santaclaraca.gov/commissions. Agenda packets, which contain the agenda and information on each agenda item, are available in the City Clerk's Office, on the City's website, and can also be viewed at all City libraries. Summaries of the actions from previous City Council meetings can also be found on the City's website.

Council meetings are broadcast live on Cable Channel 15, "Mission City TV." Council meetings are also streamed live on the City's website. Agendas and back-up reports can also be found on the City's website. Following the Council Meeting, a rebroadcast of the meeting will be

shown on Cable Channel 15 on Wednesday at 7:00 pm and Thursday at 1:00 pm. Call 1-408-615-2210 for broadcast information. DVD's of the meetings are placed at all three City Libraries for checkout by patrons. Council meeting highlights and other municipal announcements appear weekly on "Mission City TV."

City Manager

The City Manager is the chief executive officer and the head of the administrative branch of the City government. The City Manager is appointed by the City Council. The City Manager attends all City Council meetings, implements policies and procedures initiated by the City Council, prepares and administers the municipal budget, advises the City Council of future financial needs of the City, initiates and supervises business relationships, and directs the daily operations of City government. The use of City-owned property and economic development are handled through the City Manager's Office, as are community and media relations, special projects, research and contracts, emergency services, training and safety, redevelopment, special agency activities, and the overall general administration budget. The City Manager's Office also administers the franchise for cable systems within City boundaries and manages the City's government cable channel and video services. The City Manager is responsible for all City personnel and serves as a liaison to each commission. The City Manager also serves as the Executive Director of the Santa Clara Stadium Authority; City of Santa Clara Housing Authority; and Contract Administrator for the Sports and Open Space Authority.

City Attorney

The City Attorney is appointed by the City Council. The City Attorney advises the City Council and City officers (in their official capacity) in legal matters; attends all City Council meetings and some board/commissions/committee meetings; represents the City in legal actions and proceedings; and retains, supervises and monitors outside legal counsel. The office of the City Attorney also approves the form of all bonds and contracts made by the City; prepares/approves all ordinances, resolutions and amendments for the City; and prosecutes criminal cases for violation of the Charter and City ordinances. The members of the City Attorney's Office (attorneys and staff) maintain an attorney-client relationship with the City, its officers, agents and employees, so their official communications are protected as confidential attorney-client privilege.

City Clerk

The City Clerk is directly elected by the residents and serves as the City's elections official, implements Santa Clara's good-government community outreach programs, and protects the public record of City Council proceedings. The City Clerk conducts municipal elections for candidates and initiatives, as well as implements Fair Political Practices Commission statements of economic interest and campaign disclosure statements of candidates. The City Clerk implements many of the City's good government and community outreach efforts as they relate to elections, voter registration, board and commission recruitment, and citizenship outreach. The City Clerk attends all City Council meetings and is responsible for the recording, writing and maintenance of the records of City Council proceedings. The City Clerk publishes ordinances, resolutions, and other official City documents as well as stores and indexes official documents and City records for retrieval. The City Clerk is also the custodian of the Seal of the City, administers oaths, receives and records claims and official notices pertaining to the affairs and business of the City, and certifies copies of official records.

City Auditor

The City Auditor is one of three positions appointed by the City Council. The City Auditor audits and approves all bills, invoices, payrolls, demands, or charges against the City government. With the advice of the City Attorney, the City Auditor also advises the City Council as to the regularity, legality and correctness of any claims, demands or charges. Additionally, the City Auditor works closely with the City Manager and the Director of Finance for the effective administrative implementation of Council goals in conformity with City, County, State and Federal laws and regulations.

Santa Clara Stadium Authority

The Santa Clara Stadium Authority (“Stadium Authority”) was created on February 22, 2011 with the approval of a Joint Powers Agreement between the City Council and the Redevelopment Agency [Resolution No. 11-7825 and 11-7 (RA)]. It was formed as a Joint Powers Authority to facilitate the development, ownership and operation of the Stadium and to fulfill the mandates of Measure J, “The Santa Clara Stadium Taxpayer Protection and Economic Progress Act.” The Stadium Authority is structured so that the City will be liable for the debts or obligations of the Stadium Authority. The members of the City Council shall serve as Board Members on the Stadium Authority [Resolution No. 11-7 (STADIUM AUTHORITY) approved March 29, 2011]. The Stadium Authority generally meets on Tuesdays, separately but concurrently with City Council meeting in the City Hall Council Chambers at 1500 Warburton Avenue, Santa Clara, California. Call 1-408-615-2210 for additional information.

Sports and Open Space Authority (SOSA)

The Sports and Open Space Authority of the City of Santa Clara was created in 1974, establishing a separate agency to deal with the problems of acquisition and preservation of open space within the City and the development of local sports activities. Since its creation, the Sports and Open Space Authority has been involved in a number of successful projects for and on behalf of the City, including the Santa Clara Golf and Tennis Club, and the Ulistac Natural Area. The Sports and Open Space Authority meets on Tuesdays, separately but concurrently with the City Council meetings in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California. Call 1-408-615-2210 for additional information.

City of Santa Clara Housing Authority

The City of Santa Clara Housing Authority was created on February 22, 2011 by the City Council due to findings that unsanitary and/or unsafe inhabited dwelling accommodations existed and that there was a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford by the City of Santa Clara on February 22, 2011 (Resolution No. 11-7827). The members of the City Council shall serve as Commissioners on the Housing Authority [Resolution No. 11-3 (HOUSING AUTHORITY) approved March 15, 2011]. The Housing Authority administers the Affordable Housing Fund to provide financing assistance for various programs and projects in the City of Santa Clara that provide affordable housing opportunities, projects and programs for very low, low and moderate income households. The Housing Authority generally meets on Tuesdays, separately but concurrently with the City Council meetings in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California. Call 1-408-615-2490 for additional information.

City Board, Commissions, and Committee Information

Board, Commissions, and Committee

The City of Santa Clara currently has nine advisory groups categorized as a board, commission or committee. Each has a specific focus and serves to make recommendations to the City Council on issues related to that specific policy field. The City Manager is the official liaison to each group and either serves personally as the liaison or appoints a staff member to serve in this capacity.

Commissioners are volunteers who are appointed by the City Council and serve at the pleasure of the City Council. Commissioners must be residents of Santa Clara and be qualified electors in the City of Santa Clara. The Youth Commission is open to Santa Clara residents between the ages of 12-19 years old.

Members of Charter-established Commissions (Planning Commission, Civil Service Commission, Parks and Recreation Commission and the Board of Library Trustees) have the power to administer oaths and affirmations in any investigation or proceeding pending before that group. Generally, only the Planning Commission, Civil Service Commission and Housing Rehabilitation Loan Committee conduct investigations or proceedings.

Board of Library Trustees	Generally 1 st Monday, 6:30 pm	Central Park Library Board Room 2635 Homestead Road
Establishes, accepts and supervises the public library program. The Board also makes and enforces by-laws, rules and regulations for the administration of the public library. (5 members)		
Civil Service Commission	Generally 2 nd Monday, 7:00 pm Every other month	City Hall Council Chambers 1500 Warburton Avenue
Advises the City Council on matters pertaining to Civil Service rules and regulations and acts as a Board of Review to hear petitions by Civil Service employees and applicants. (5 members)		
Cultural Commission	Generally 1 st Monday, 7:00 pm	City Hall Staff Conference Room 1500 Warburton Avenue
Advises the City Council on matters pertaining to the enhancement of multicultural experiences and beautification of the City through art. (7 members)		
Historical and Landmarks Commission	Generally 1 st Thursday, 7:00 pm	City Hall Council Chambers 1500 Warburton Avenue
Advises the City Council on matters pertaining to historical landmarks, names and renaming of streets, and the marking and preservation of historical landmarks. (7 members)		

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Housing Rehabilitation Loan Committee	Quarterly, Generally 2 nd Thursday, 8:00 am	Housing and Community Services Division 1500 Warburton Avenue
Reviews applicant proposals from low to moderate income homeowners for City loans or grants for home improvements. (4 members)		
Parks and Recreation Commission	Generally 3 rd Tuesday, 7:00 pm	City Hall Cafeteria 1500 Warburton Avenue
Advises the City Council in all matters pertaining to parks, recreation, playgrounds and entertainment. The Commission oversees an annual Art & Wine Festival held in Central Park. (7 members)		
Planning Commission	Generally 2 nd and 4 th Wednesdays, 7:00 pm	City Hall Council Chambers 1500 Warburton Avenue
Advises the City Council in all matters pertaining to the physical development of Santa Clara, and makes recommendations with respect to land subdivisions, zoning (as prescribed by ordinances) and more. (7 members)		
Senior Advisory Commission	Generally 4 th Monday, 10:00 am	Senior Center 1303 Fremont Street
Advises the City Council in matters affecting people age 50 and older in Santa Clara, including health, education, employment, housing, transportation and recreation. (7 members)		
Youth Commission	Generally 2 nd Tuesday, 6:00 pm September through May	Teen Center 2446 Cabrillo Avenue
Advises the City Council on community programs for youth and teens, and encourages youth involvement in local government. (15 members)		

Specific Responsibilities of Commissions

Board of Library Trustees

There shall be a Board of Library Trustees consisting of five members to be appointed by the City Council from the qualified electors of the City and no member of said Board shall hold any paid office or employment in the City government. (Charter Sec. 1012)

The Board of Library Trustees shall have charge of the administration of the Santa Clara Free Public Library and shall have power and be required to:

- (a) Make and enforce such by-laws, rules and regulations as it may deem necessary for the administration and protection of the City library;
- (b) Approve or disapprove the appointment of a librarian who shall be the department head;
- (c) Accept into the library fund and administer money, personal property or real estate donated to the City or otherwise acquired for library purposes subject to the approval of the City Council;
- (d) Contract with school, county or other governmental agencies to render or receive library services or facilities, subject to the approval of the City Council. (Charter Sec. 1013)

The Board of Library Trustees shall be primarily responsible for the following:

- (a) Establishing, accepting and supervising a significant public library program.
- (b) Providing for balanced library collections and services which represent the diverse perspectives of the community.
- (c) Making recommendations to the City Council on library policies which ensure maximum public access to library collections and services.
- (d) Serving as a central focus for citizen comment on library operations and materials and the provision of appropriate recommendations or response.
- (e) Supporting educational, recreational and cultural activities for citizens of all age groups, consistent with the mission of the library program.
- (f) Representing the library program to the City, the community, other government agencies and organizations.
- (g) Performing such other duties and exercising such powers as the City Council may impose or require. (City Code Section 2.120.080)

Civil Service Commission

There shall be a Civil Service Commission consisting of five members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government. (Charter Sec. 1010)

Civil Service Commission – Powers and duties.

(a) The Civil Service Commission is charged with the duty of providing qualified persons for appointment to the service of the City. All appointments in the public service shall be made for the good of that service, and solely upon merit and fitness, as established by appropriate test, without regard to partisan politics, race, color or religious belief.

(b) Act as Board of Review to hear petitions by civil service employees, and applicants for civil service positions, and to grant or deny such petitions.

(c) Perform such other duties as may be required by the civil service rules and regulations. (Charter Sec. 1011)

The Civil Service Commission shall be primarily responsible for the following:

(a) The establishment, acceptance and continued supervision of a well-rounded civil service program.

(b) The recruiting, examining and establishing of a list of eligibles for appointment to the City service in accordance with established merit principles.

(c) The hearing of appeals by members of the classified service and acting upon the same. (City Code Section 2.120.070)

Cultural Commission

The Cultural Commission shall consist of seven members, whose members shall not hold any paid office or employment in the City government, and shall be primarily responsible for the following:

(a) Act in an advisory capacity to the City Council in all matters pertaining to cultural enrichment and beautification of the city.

(b) Encourage the beautification of the City and programs for the cultural enrichment of the City.

(c) Perform such other duties and exercise such powers as the City Council may impose or require. (City Code Section 2.120.090).

Historical and Landmarks Commission

The Historical and Landmarks Commission shall consist of seven members, whose members shall not hold any paid office or employment in the City government, and shall have power and be required to do the following:

- (a) Act in an advisory capacity to the City Council in all matters pertaining to historical landmarks, names and renaming of streets, museums and the establishment thereof in the City, and the marking and preservation of historical landmarks and places.
- (b) Exercise such other functions as it may be required to perform by the City Council. (City Code Section 1.120.100)

Parks and Recreation Commission

There shall be a City Parks and Recreation Commission consisting of seven members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government. (Charter Sec. 1008)

The Parks and Recreation Commission shall have power and be required to:

- (a) Act in advisory capacity to the City Council in all matters pertaining to parks, recreation, playgrounds and entertainment.
- (b) Consider the annual budget of the Parks and Recreation Department during the process of its preparation and make recommendations with respect thereto to the City Manager and the City Council.
- (c) Assist in the planning and supervision of a recreation program for the inhabitants of the City, promote and stimulate public interest therein and to that end, solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies interested therein. (Charter Section 1009)

The Parks and Recreation Commission shall be primarily responsible for the following:

- (a) The establishment, acceptance and continued supervision of a long-range parks and recreational program for the City.
- (b) Planning and implementing an annual program of recreational and cultural activities for all age groups.
- (c) Recommending and supervising all the City's contractual relationships with other agencies in the recreational field.
- (d) Serve as a correlating agency between the City and other units of government on recreational undertakings.
- (e) The planning and supervision of the City cemetery. (City Code Section 2.120.060)

Planning Commission

There shall be a City Planning Commission consisting of seven members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government except that the City Manager, and the Director of Public Works and Utilities, or their designated representatives, shall serve as ex-officio members of the commission. (Charter Sec. 1006)

The Planning Commission shall have power and be required to:

- (a) After a public hearing thereon, recommend to the City Council the adoption, amendment, or repeal of the General Plan or any part thereof for the physical development of the City.
- (b) Exercise such functions with respect to land subdivisions, planning, and zoning as may be prescribed by ordinance.
- (c) Exercise such planning, zoning, environmental or other function as now or may be hereafter authorized by the provisions of the State of California in so far as they do not conflict with the provisions of this Charter. (Charter Section 1007)

The Planning Commission shall be primarily responsible for and have the following duties:

- (a) The establishment, acceptance and continued supervision of a long-range master plan for the future development of the City.
- (b) The proper application and preservation of the zoning and land use regulations of the City and recommending such revisions and amendments as may be deemed necessary.
- (c) The processing of subdivision tract maps and property development applications in accordance with prescribed standards.
- (d) Serve as a correlating agency for the capital improvement program of the City. (City Code Section 1.120.050)

Senior Advisory Commission

The Senior Advisory Commission shall consist of seven members who shall not hold any paid office or employment in the City government, and shall have the following powers, functions, and duties:

- (a) Study, review, evaluate and make recommendations to the City Council relative to any and all matters affecting elderly people in the City of Santa Clara.
- (b) Make such studies and submit to the Council such reports or recommendations respecting matters affecting elderly people, and such matters as the Council may from time to time request. (City Code Section 2.120.110)

Youth Commission

The Youth Commission shall consist of no more than fifteen youth members who shall be residents of the City and be primarily responsible for the following:

- (a) To act in an advisory capacity to the City Council in all matters pertaining to the youth and teen population within Santa Clara, especially as related to municipal programs and projects of the City.
- (b) To perform such other related functions as may be assigned to them by the City Council.

Additional powers and duties of the Youth Commission shall be as determined by the City Council, by resolution, and may be amended, from time to time, to properly reflect changes in qualifications, composition and responsibilities of the Youth Commission as the City Council deems necessary. (City Code Section 2.120.130)

Housing Rehabilitation Loan Committee

The Housing Rehabilitation Loan Committee consists of four members: a City Councilmember and three residents. The Committee meets quarterly to vote on projects and issues related to the Community Services Division Neighborhood Conservation and Improvement Program (NCIP) which utilizes federal Community Development Block Grant (CDBG) and Home Investment Partnerships Act Entitlement (HOME) monies to rehabilitate homes of low to moderate income homeowners who reside within the City limits.



City of Santa Clara, CA Code of Ethics and Values



PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. As a Representative of the City of Santa Clara, I will be *ethical*.
In practice, this value looks like:

- a.) I am trustworthy, acting with the utmost integrity and moral courage.
- b.) I am truthful, do what I say I will do, and am dependable.
- c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.
- d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
- f.) I show respect for persons, confidences, and information designated as "confidential."
- g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. As a Representative of the City of Santa Clara, I will be *professional*.
In practice, this value looks like:

- a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- b.) I approach my job and work-related relationships with a positive attitude.
- c.) I keep my professional knowledge and skills current and growing.

3. As a Representative of the City of Santa Clara, I will be *service-oriented*.
In practice, this value looks like:

- a.) I provide friendly, receptive, courteous service to everyone.
- b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.
- c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. As a Representative of the City of Santa Clara, I will be *fiscally responsible*

In practice, this value looks like:

- a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
- b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. As a Representative of the City of Santa Clara, I will be *organized*.

In practice, this value looks like:

- a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- c.) I am respectful of established City processes and guidelines.

6. As a Representative of the City of Santa Clara, I will be *communicative*.

In practice, this value looks like:

- a.) I convey the City's care for and commitment to its citizens.
- b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. As a Representative of the City of Santa Clara, I will be *collaborative*.

In practice, this value looks like:

- a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b.) I work towards consensus building and gain value from diverse opinions.
- c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. As a Representative of the City of Santa Clara, I will be *progressive*.

In practice, this value looks like:

- a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
- b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
- c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

PRACTICAL CAMPAIGN ETHICS IN SANTA CLARA

If I pledge that . . .	because our community values	then is this behavior appropriate?
1. I shall conduct my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing the record and policies of my opponent or political parties which merit such criticism.	<ul style="list-style-type: none"> • integrity • truth • moral courage • professionalism 	<ul style="list-style-type: none"> —avoiding tough issues and instead focusing on personalities and innuendo —sending out a “hit piece” that distorts my opponent’s record, educational background, and positions on issues —timing this “distortion piece” so it arrives when it’s too late for opponent’s response
2. I shall not use or permit the use of character defamation, whispering campaigns or scurrilous attacks on any candidate or his or her personal or family life.	<ul style="list-style-type: none"> • ethics • respect • fairness • compassion 	<ul style="list-style-type: none"> —reveal that my opponent is a recovering alcoholic —exploit the criminal record of my opponent’s child —instruct my aide to give the press the name and phone number of a person who claims to have had an affair with my opponent
3. I shall not use or permit any appeal to negative prejudice based upon race, sex, religion, national origin, physical health status, or age.	<ul style="list-style-type: none"> • tolerance • diversity • fairness • respect 	<ul style="list-style-type: none"> —portray my opponent as too old to be an effective leader —make the claim that because of my religious beliefs I am better able to respect certain community values —question the person’s patriotism simply because they were not born in this country
4. I shall not use or permit any dishonest or unethical practice which tends to corrupt or undermine our American system of free elections, or which hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting.	<ul style="list-style-type: none"> • fairness • integrity • participation • justice • honesty • service-orientation 	<ul style="list-style-type: none"> —use my current public position as an early campaign soapbox, altering my previous behavior, paying attention to current matters only if they advance my campaign. —encourage the misuse of the absentee ballot —publish erroneous poll data that skews the public’s perception —support third-party mailers which give the impression that you have been endorsed by parties, people, politicians when you haven’t been.
5. I shall not coerce election help or campaign contributions for myself or any other candidate from my employees.	<ul style="list-style-type: none"> • respect • freedom 	<ul style="list-style-type: none"> —promise future perks to groups who help organize and facilitate campaign appearances
6. I shall immediately and publicly repudiate support deriving from any individual or group which resorts, on behalf on my candidacy, or in opposition to that of my opponent, to the methods and tactics which I condemn. I shall accept responsibility to take firm action against any who violates any provision of this code or the laws governing elections	<ul style="list-style-type: none"> • integrity • accountability • role modeling 	<ul style="list-style-type: none"> —a third party group who supports you because of one issue on which you see eye to eye, distribute false information about your opponent. When asked about it by the press, you say “no comment.” —a supporter of yours organizes a “beer bus” to bring students to the polls; your name is featured prominently on the bus
7. I shall defend and uphold the right of every qualified American voter to full and equal participation in the electoral process	<ul style="list-style-type: none"> • participation • justice 	<ul style="list-style-type: none"> —on the day before the election your staff plants a rumor that people in a certain neighborhood supporting your opponent have had their polling location changed leading to confusion and fewer votes.
NOTES		
Prepared by Thomas Shanks and Barry Stenger, Markkula Center for Applied Ethics		



A COUNCIL OF TRUST PRINCIPLES, NORMS, STANDARDS AND BEST PRACTICES

At a Special Meeting on “Managing Change” held on Monday, July 29, 2002, the Council discussed managing change brought about by the implementation of *The Code of Ethics and Values*. The Council’s goal was to draft a set of norms to guide those running for elected office. By the end of the session, the Council had described “running for office and living our values” as looking like:

1. Following These Guiding Principles

- Look at the law and also at “the right thing to do.”
- Hold yourself and each other to the higher standard.
- Honor the common good. Represent community.
- Separate role as Council Member from role as candidate. Honor your role as a Council Member. Act as a member of the Council Team.
- Assume all are here for service of city.
- Think strategically. Educate.
- Communicate consistently that ethics is upfront in this campaign.

2. Using These Specific Norms and Standards

- Don’t jump to conclusions.
- Avoid finger- pointing.
- Stick to the issues.
- Tell the truth. Don’t mislead.
- Rely on facts and interpret them as fairly as you can.
- Avoid impression of representing city, overstating our contributions.
- Don’t assume you know someone else’s motive. Attribute positive motive of service to community.
- Treat others with respect. Golden Rule (“Treat others as you would want to be treated.” Alternately: “What you do not wish done to yourself, do not do to others.”)
- Respect the process.
- Respect City resources.

3. Adopting These Best Practices:

- Wait. Get Facts.
- Talk to each other. Go directly to the other person. Discuss.
- Arrive at ground-rules with your opponents beforehand, if at all possible.
- Communicate your ethics clearly ahead of time to your staff and workers.
- Make clear to all your supporters how you are running your campaign and what you will do if anyone distorts that or attacks an opponent in an unethical manner.
- Appoint and empower a staff conscience to help when time is short and stressed.
- Ask the ethics questions by habit: Use the decision-making tool, and especially ask: How does this decision advance the City’s values in best practice? What ethics reasons make this the right thing to do?
- Use ethics language to explain your decisions.
- Have something written stand “the test of time.”
- Maintain a sense of humor. Take the responsibility of the office seriously – don’t take yourself too seriously.
- Be able to look at yourself in the mirror at the end of the day...and set a high standard for what you want to see. The Council agreed that these practices would create behavior that they and others would trust, thus the “Council of Trust”.

Approved by Council August 20, 2004 (revised during April 27, 2004 Council Workshop)



City of Santa Clara

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Santa Clara, CA 95050
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Agenda Report

21-1332

Agenda Date: 1/25/2021

REPORT TO BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

SUBJECT

Update on Governance Item/Revise BPAC Bylaws (Liw)

BACKGROUND

At the September 14, 2020 Governance and Ethics Committee meeting (Item 20-313), the Committee provided direction to staff to formalize the Bicycle and Pedestrian Advisory Committee (BPAC) and ensure that the BPAC is consistent with other boards, commissions, and committees (Commissions). In addition, in October 2019, member Kratz requested an annual work plan topic (Attachment 1) to discuss changes to the BPAC bylaws.

In response, staff prepared changes to amend the City Code and BPAC Policy guidelines. At the October 26, 2020 BPAC meeting, staff presented proposed changes to the City Code and BPAC Policy guidelines (Attachment 2) and BPAC members provided numerous comments. BPAC voted to table the item and form an adhoc subcommittee (Subcommittee) comprised of three BPAC members to review the proposed changes to the City Code and BPAC Policy guidelines and to draft changes and comments to present to staff and the full BPAC.

At the December 7, 2020 Governance and Ethics Committee meeting (Item 20-991, Attachment 3), staff provided an update to the Committee on formalizing the BPAC and requested deferral of the item based on the upcoming BPAC subcommittee review of the proposed changes to the City Code and BPAC Policy Guidelines. The Committee accepted staff's recommendation for deferral and directed staff to return to the Committee in March 2021 for further updates. At the December 10, 2020 BPAC meeting (Attachment 4), Subcommittee members provided individual reports to staff and the full BPAC. The Subcommittee stated they could not come to full agreement on all of their proposed changes or comments.

DISCUSSION

Staff reviewed and considered all of the BPAC comments from the October 26, 2020 and December 10, 2020 BPAC meetings and recommends further changes to formalize BPAC and ensure the BPAC is consistent with other Commissions. These changes include:

- City Code amendment with final changes (Attachment 5)
- BPAC Policy Guidelines amendment with final changes (Attachment 6)
- Compliance with Charter, Code, and Clerk rules for Commissions
 - Committee action must be supported by a majority (5 of 9)
 - Members must be qualified electors of the City, defined as a United States citizen, 18 years of age or older, and living within the city limits of Santa Clara. An appointee may not hold any paid office or employment in the City. The person does not need to be a registered voter.

- Members are limited to two consecutive terms
- Membership terms will expire in June instead of December
- Membership applications are to be administered by the City Clerk and applicants are to be interviewed and appointed by City Council

Below is a table summarizing the existing and proposed procedures for BPAC.

Item	Existing	Proposed	Other Commissions
Purpose	BPAC Policy guideline	City Code Chapter 2.120	City Code Chapter 2.120
Membership and meeting rules	BPAC Policy guideline	BPAC Policy guideline revised to reference City Charter Article X	City Charter Article X
Filling membership vacancies	BPAC Policy guideline	BPAC Policy guideline revised to reference City Clerk procedures	City Clerk procedures
New member application administration	Public Works	City Clerk	City Clerk
New member interviews and voting	BPAC	City Council	City Council
New member appointment	City Council	City Council	City Council

The City Code and Policy Guidelines amendments presented in this report are the final changes proposed. Staff recommends BPAC approve the changes and staff will present the recommendations to the Governance and Ethics Committee in March 2021.

RECOMMENDATION

BPAC to recommend amendments to the City Code and BPAC Policy Guidelines for Governance and Ethics Committee approval.

Written by: Jonathan Yee, Transportation Manager, Public Works

Reviewed by: Carol Shariat, Principal Transportation Planner, Public Works

Approved by: Michael Liw, Assistant Director/City Engineer, Public Works

ATTACHMENTS

1. Annual Work Plan Topic Request Form - BPAC Bylaws
2. October 26, 2020 BPAC Report on Governance
3. December 7, 2020 Governance and Ethics Committee Report on BPAC Governance
4. December 10, 2020 BPAC Subcommittee Report on Governance
5. Recommended City Code Amendment
6. Recommended BPAC Policy Guidelines Amendment

21-64 ATTACHMENT 4-RECOMMENDED CITY CODE AMENDMENT (CLEAN)

Chapter 2.120 BOARDS, COMMISSIONS, AND COMMITTEES

Article I. Establishment, Powers and Duties Generally

2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards, commissions, and committees:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))
- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))
- (i) Bicycle and Pedestrian Advisory Committee. (SCCC [2.120.150](#))

All members of boards, commissions, and committees, except for members of the Youth Commission and the Bicycle and Pedestrian Advisory Committee, shall be qualified electors of the City and shall serve at the pleasure of the City Council. Members of the Bicycle and Pedestrian Advisory Committee shall be 18 years of age or older and must live or work in the City. (Ord. 947; Ord. 1088; Ord. 1241 § 3, 4-13-71; Ord. 1276 § 1, 6-26-73; Ord. 1625 § 1, 7-16-91; Ord. 1673 § 1, 6-20-95; Ord. 1809 § 1, 9-26-06; Ord. 1908 § 1, 7-16-13. Formerly § 2-90).

2.120.020 Powers and duties generally.

The boards, commissions, and committees of the City shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the Charter:

- (a) To establish rules and regulations governing the election of their officers, the holding of meetings and the conduct of business.
- (b) To utilize all appropriate techniques in crystallizing and testing public sentiment on major public issues in their respective fields.
- (c) To make budget recommendations.
- (d) To hold official hearings as required by law or requested by the City Council.
- (e) To advise and recommend on City policies and procedures pertinent to their respective activities and functions.
- (f) To support and adhere to all City policies promulgated by the City Council and to establish needed interim policies in the absence of the same.

(g) To provide information and promote good public relations between the City and the general public.

(h) To receive at least two hours of training in general ethics principles and ethics laws relevant to their public service every two years, as required by state law and the City Council.

(i) To perform such other related functions as may be assigned to them by the City Council. (Ord. 947; Ord. 1837 § 1, 5-6-08. Formerly § 2-91).

2.120.030 Meetings.

Each board, commission, or committee of the City with members thereon appointed by the City Council shall hold regular meetings at the times and on the days indicated by resolution of the City Council except when such day falls on a City holiday, and shall hold such special meetings as it may require. The times and days for holding regular meetings are subject to amendment from time to time by resolution of the City Council. A copy of the applicable resolution(s) is and will be available for public inspection in the office of the City Clerk. (Ord. 1298 § 2, 10-15-74; Ord. 1300 § 1, 11-12-74; Ord. 1569 § 1, 5-26-87. Formerly § 2-91.1).

2.120.040 Utilization of City personnel.

The various boards, commissions, and committees may utilize the services of the appropriate City departmental personnel in carrying out their respective functions, subject to the administrative control of the City Manager. (Ord. 947. Formerly § 2-92).

2.120.150 Bicycle and Pedestrian Advisory Committee

The Bicycle and Pedestrian Advisory Committee shall consist of nine members. Eight members shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

(a) Act in an advisory capacity to Council on matters pertaining to modifying, expanding, and maintaining the City's public bicycle and pedestrian transportation systems.

(b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and other state, federal, and local funding programs.

(c) Review and advise Council on comprehensive bicycle and pedestrian master plans.

(d) Recommend complete streets features be incorporated into relevant transportation projects consistent with the City's Complete Streets policy.

(e) Support educational, encouragement, recreational, and cultural activities for bicyclists and pedestrians.

21-64 ATTACHMENT 5-RECOMMENDED CITY CODE AMENDMENT (TRACK CHANGES)

Chapter 2.120 BOARDS, COMMISSIONS, AND COMMITTEES

Article I. Establishment, Powers and Duties Generally

2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards, commissions, and committees:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))
- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))
- (i) Bicycle and Pedestrian Advisory Committee. (SCCC [2.120.150](#))

All members of boards, commissions, and committees, except for members of the Youth Commission and the Bicycle and Pedestrian Advisory Committee, shall be qualified electors of the City and shall serve at the pleasure of the City Council. Members of the Bicycle and Pedestrian Advisory Committee shall be 18 years of age or older and must live or work in the City. (Ord. 947; Ord. 1088; Ord. 1241 § 3, 4-13-71; Ord. 1276 § 1, 6-26-73; Ord. 1625 § 1, 7-16-91; Ord. 1673 § 1, 6-20-95; Ord. 1809 § 1, 9-26-06; Ord. 1908 § 1, 7-16-13. Formerly § 2-90).

2.120.020 Powers and duties generally.

The boards, commissions, and committees of the City shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the Charter:

- (a) To establish rules and regulations governing the election of their officers, the holding of meetings and the conduct of business.
- (b) To utilize all appropriate techniques in crystallizing and testing public sentiment on major public issues in their respective fields.
- (c) To make budget recommendations.
- (d) To hold official hearings as required by law or requested by the City Council.
- (e) To advise and recommend on City policies and procedures pertinent to their respective activities and functions.
- (f) To support and adhere to all City policies promulgated by the City Council and to establish needed interim policies in the absence of the same.

(g) To provide information and promote good public relations between the City and the general public.

(h) To receive at least two hours of training in general ethics principles and ethics laws relevant to their public service every two years, as required by state law and the City Council.

(i) To perform such other related functions as may be assigned to them by the City Council. (Ord. 947; Ord. 1837 § 1, 5-6-08. Formerly § 2-91).

2.120.030 Meetings.

Each board, commission, or committee of the City with members thereon appointed by the City Council shall hold regular meetings at the times and on the days indicated by resolution of the City Council except when such day falls on a City holiday, and shall hold such special meetings as it may require. The times and days for holding regular meetings are subject to amendment from time to time by resolution of the City Council. A copy of the applicable resolution(s) is and will be available for public inspection in the office of the City Clerk. (Ord. 1298 § 2, 10-15-74; Ord. 1300 § 1, 11-12-74; Ord. 1569 § 1, 5-26-87. Formerly § 2-91.1).

2.120.040 Utilization of City personnel.

The various boards, commissions, and committees may utilize the services of the appropriate City departmental personnel in carrying out their respective functions, subject to the administrative control of the City Manager. (Ord. 947. Formerly § 2-92).

2.120.150 Bicycle and Pedestrian Advisory Committee

The Bicycle and Pedestrian Advisory Committee shall consist of nine members. Eight members shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

(a) Act in an advisory capacity to Council on matters pertaining to modifying, expanding, and maintaining the City's public bicycle and pedestrian transportation systems.

(b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and other state, federal, and local funding programs.

(c) Review and advise Council on comprehensive bicycle and pedestrian master plans.

(d) Recommend complete streets features be incorporated into relevant transportation projects consistent with the City's Complete Streets policy.

(e) Support educational, encouragement, recreational, and cultural activities for bicyclists and pedestrians.

**21-64 ATTACHMENT 6-RECOMMENDED BPAC POLICY GUIDELINES
REVISIONS (CLEAN)**

**City of Santa Clara
Bicycle and Pedestrian Advisory Committee
Policy Guidelines**

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are established in Section 2.120.150 of the City Code. It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 2. Membership

The BPAC is comprised of nine (9) members, which consists of eight (8) regular members and one (1) Chairperson or alternate that is the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members.

Members must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

Applications for BPAC membership shall be in a format determined by the City of Santa Clara City Clerk's Office.

Voting for BPAC membership shall be in accordance with the City of Santa Clara Voting Guidelines for the Appointment of Applicants to Boards and Commissions.

Section 3. Term of Office, Removal, and Vacancies

The term of office and removal of members are described in Article X of the City Charter.

Section 4. Meetings

Meetings must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

The BPAC shall hold meetings on the fourth Monday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting may be changed. Additional meetings may be recommended by a quorum of the committee and approved by the City Manager. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 5. Assistance of Staff

The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 6. Amendments

Amendments to the guidelines may be recommended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this __ day of _____.

PASSED AND ADOPTED by the Santa Clara City Council this __ day of _____.

21-64 ATTACHMENT 7-RECOMMENDED BPAC POLICY GUIDELINES REVISIONS (TRACK CHANGES)

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are established in Section 2.120.150 of the City Code. It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 2. Membership

The BPAC is comprised of nine (9) members, which consists of eight (8) regular members and one (1) Chairperson or alternate that is the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members.

Members must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

Applications for BPAC membership shall be in a format determined by the City of Santa Clara City Clerk's Office.

Voting for BPAC membership shall be in accordance with the City of Santa Clara Voting Guidelines for the Appointment of Applicants to Boards and Commissions.

Section 3. Term of Office, Removal, and Vacancies

The term of office and removal of members are described in Article X of the City Charter.

Section 4. Meetings

Meetings must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

The BPAC shall hold meetings on the fourth Monday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting may be changed. Additional meetings may be recommended by a quorum of the committee and approved by the City Manager. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 5. Assistance of Staff

The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 6. Amendments

Amendments to the guidelines may be recommended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this ___ day of _____.

PASSED AND ADOPTED by the Santa Clara City Council this ___ day of _____.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 2.120.010 AND ADDING SECTION 2.120.160 TO CHAPTER 2.120 “BOARDS AND COMMISSIONS” OF TITLE 2 “ADMINISTRATION AND PERSONNEL” OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA PERTAINING TO THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the members of the Bicycle and Pedestrian Advisory Committee unanimously voted in support of formalizing the Bicycle and Pedestrian Advisory Committee; and

WHEREAS, the members of the Governance and Ethics Committee unanimously voted in support of formalizing the Bicycle and Pedestrian Advisory Committee;

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Section 2.120.010 of Chapter 2.120 (entitled “Boards and Commissions”) of Title 2 (entitled “Administration and Personnel”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards, commissions, and committees:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))

- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))
- (i) International Exchange Commission (SCCC [2.120.150](#))
- (j) Bicycle and Pedestrian Advisory Committee. (SCCC [2.120.160](#))

All members of boards, commissions, and committees, except for members of the Youth Commission and the Bicycle and Pedestrian Advisory Committee, shall be qualified electors of the City and shall serve at the pleasure of the City Council. Members of the Bicycle and Pedestrian Advisory Committee shall be 18 years of age or older and must live or work in the City.”

SECTION 2: That a new Section 2.120.160 is added to Chapter 2.120 (entitled “Boards and Commissions”) of Title 2 (entitled “Administration and Personnel”) of “The Code of the City of Santa Clara, California” to read as follows:

“2.120.160 Bicycle and Pedestrian Advisory Committee.

The Bicycle and Pedestrian Advisory Committee shall consist of seven members. Six members shall be appointed by the City Council and shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

- (a) Act in an advisory capacity to Council on matters pertaining to modifying, expanding, and maintaining the City’s public bicycle and pedestrian transportation systems.
- (b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and

other state, federal, and local funding programs.

(c) Review and advise Council on comprehensive bicycle and pedestrian master plans.

(d) Recommend complete streets features be incorporated into relevant transportation projects consistent with the City's Complete Streets policy.

(e) Support educational, encouragement, recreational, and cultural activities for bicyclists and pedestrians.

SECTION 3: Environmental Review. The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) in that it is a general policy making activity that will not result in direct or indirect changes in the environment.

SECTION 4: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 5: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 6: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this XXst day of XXXXX, 2021, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are established in Section 2.120.160 of the City Code. It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 2. Membership

Members shall be 18 years of age or older and must live or work in the City.

The BPAC is comprised of seven (7) members, which consists of six (6) regular members and one (1) Chairperson or alternate that is the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members.

The City of Santa Clara adopted a Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All members are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its core values in their work.

Section 3. Term of Office, Vacancies, and Removal

Members shall serve for a term of four years and until their respective successors are appointed and qualified. The maximum time a member may serve is two consecutive full terms. If an individual is appointed to fill a partial term, they may still serve two additional full terms of office. After a lapse of at least two years, an individual is eligible to reapply to serve on the committee and the same application process would apply as for individuals who have never served.

The application process for membership shall be in accordance with the City of Santa Clara Guide for Board, Commissions, and Committee Applicants.

To allow for staggered terms, 2 members are appointed by City Council in June of each fiscal year.

Any vacancies from whatever cause arising shall be filled by appointment by the City Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term.

The members shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes.

Section 4. Meetings

A majority of the members of the BPAC shall constitute a quorum for the transaction of business.

The affirmative or negative vote of a majority of the entire membership shall be necessary for it to take action.

The BPAC shall hold meetings on the fourth Monday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting may be changed. Additional meetings may be recommended by a quorum of the committee and approved by the City Manager. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 5. Assistance of Staff

The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 6. Amendments

Amendments to the guidelines may be recommended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

RECOMMENDED FOR ADOPTION by the Bicycle and Pedestrian Advisory Committee this ___ day of [MONTH, YEAR].

ADOPTED by the Santa Clara City Council this ___ day of [MONTH, YEAR].

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

~~The purpose and responsibilities of the BPAC are established in Section 2.120.1560 of the City Code. The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.~~

~~It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.~~

Commented [JY1]: From Section 8

Section 2. Membership

~~Members shall be 18 years of age or older and must live or work in the City.~~

Commented [JY2]: Match Code 2.120.010. BPAC requested code language be in the Guidelines

~~The BPAC is comprised of nine-seven (79) members, which consists of eightsix (689) regular members and one (1) as appointed by the City Council. The Chairperson or alternate ~~that will be~~ the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members, and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.~~

Commented [SR3]: The RTC recommendation is 7 members?

~~The City of Santa Clara adopted a Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All members are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its core values in their work. provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.~~

Commented [JY4]: From Guide for Board, Commissions, and Committee Applicants

Section 3. Term of Office, Vacancies, and Removal

Members shall serve for a term of four years and until their respective successors are appointed and qualified. The maximum time a member may serve is two consecutive full terms. If an individual is appointed to fill a partial term, they may still serve two additional full terms of office. After a lapse of at least two years, an individual is eligible to reapply to serve on the committee and the same application process would apply as for individuals who have never served.
~~term of office for BPAC members will be three years.~~

Commented [JY5]: From Charter Section 1002. BPAC requested Charter language be in the Guidelines

Commented [JY6]: From Guide for Board, Commissions, and Committee Applicants

The application process for membership shall be in accordance with the City of Santa Clara Guide for Board, Commissions, and Committee Applicants.
~~Members may be re-appointed but will be considered along with all other new applicants.~~

To allow for staggered terms, 2 members are appointed by City Council in June of each fiscal year.

To allow for staggered terms, 2 members appointed by City Council in November January of 2011-2021 will have a term of office expiring on December June 3130, 20142024, 3 members appointed in November January of 2012-2019 will have a term of office expiring on December June 3130, 20152022, and 3 members appointed in November December of 2013-2019 will have a term of office expiring on December June 3130, 20162023.

Commented [JY7]: Change term expirations from December to the following June to align with Clerk procedures

Any vacancies from whatever cause arising shall be filled by appointment by the City Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term.

The members shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes.
~~Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.~~

Commented [JY8]: From Charter 1002. BPAC requested Charter language be in the Guidelines

Section 54. Meetings

A majority of the members of the BPAC shall constitute a quorum for the transaction of business.

The affirmative or negative vote of a majority of the entire membership shall be necessary for it to take action.

Commented [JY9]: From Charter Section 1003. BPAC requested Charter language be in the Guidelines

The BPAC shall hold meetings on the ~~third-fourth~~ MondayWednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting ~~can may~~ be changed. ~~or a~~ Additional meetings can may be approved recommended by a quorum of the committee and approved by the City Manager. All meetings shall be

open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Commented [JY10]: Moved to Meetings

~~Any five members shall constitute a quorum for voting on action items.~~

Section 7. Voting

Commented [JY11]: Moved to Meetings

~~Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.~~

Section 8. Duties of BPAC to be Advisory Only

Commented [JY12]: Moved to Purpose

~~It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.~~

Section 9.5. Assistance of Staff

~~The City Manager or City Clerk shall provide the BPAC with funds and facilities. The BPAC shall not be subject to the limitations of the City Manager or City Clerk. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.~~

Section 10. Code of Ethics and Values

Commented [JY13]: Moved to Membership

~~The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service oriented, fiscally responsible, organized, communicative, collaborative, and progressive.~~

Section 14.6. Amendments

~~These Amendments to the guidelines may be amended recommended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.~~

~~PASSED AND~~ RECOMMENDED FOR ADOPTION by the Bicycle and Pedestrian
Advisory Committee this day of [MONTH, YEAR].

~~PASSED AND~~ ADOPTED by the Santa Clara City Council this 31st day of [MONTH, YEAR] ~~August, 2021~~.



Agenda Report

21-1735

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action to Waive First Reading and Introduce an Ordinance to Amend Chapter 2.120, Entitled Boards and Commissions, to Update Boards and Commission Members Qualifications (Deferred from November 9 and 16, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Santa Clara City Charter and Santa Clara City Code currently require City Boards and Commission members, except for Youth Commission, to be qualified electors of the City. A “qualified elector” is a person registered to vote and is of at least eighteen years of age. The existing regulations prohibit a person from serving on a board or commission, if the person is not 18 years of age and a U.S. citizen. In order to allow greater participation by and inclusion of all residents within the City, the City Council directed staff to remove the requirement that Boards and Commission members be qualified electors of the City.

This issue has been raised on several occasions by the Governance Committee, as well as the City Council, to remove the residency requirement related to being a registered voter.

DISCUSSION

The proposed ordinance will also amend SCCC Section 2.120.010, to allow residents that are 18 years of age to serve as members of the City’s non-charter Boards, Commissions and Committees. This ordinance will eliminate the current requirement that all members of non-Charter Boards and Commissions be qualified electors of the City.

However, City Charter Commissions, which include Planning, Parks and Recreation, Civil Service, and Board of Library Trustees, will continue to require members to be a qualified electors of the City. The Charter Commission qualifications may only be revised by Charter amendment which will require a ballot measure.

The proposed ordinance also reflects the addition of Housing Commission to the list of Boards and Commissions in section 2.120.010. The creation of the Housing Commission was discussed earlier (RTC 21-1435). Should Council not approve the introduction of the ordinance adding the Housing Commission to Chapter 2.120, entitled Boards and Commissions, the reference to the commission will be removed prior to second reading.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California

Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact with the adoption of this ordinance.

COORDINATION

This report was coordinated with the City Attorney's Office and City Clerk's Office

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Waive First Reading and Introduce an Ordinance to amend Chapter 2.120, entitled Boards and Commissions, to update Boards and Commissions qualifications to be residents of the City instead of qualified electors.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 2.120.010 ("NAMES, MEMBERSHIP, QUALIFICATIONS, AND TERMS OF OFFICE"), TO REQUIRE BOARDS AND COMMISSIONS MEMBERS TO BE RESIDENTS OF THE CITY INSTEAD OF QUALIFIED ELECTORS

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City Council of the City of Santa Clara desires to remove barriers that prevent active participation by all City residents in City Government;

WHEREAS, the City Council desires for greater participation by and inclusion of all residents within the City of Santa Clara; and

WHEREAS, the City Council has directed the removal of the requirement that Boards and Commission members be a "qualified elector" of the City. Instead, Board and Commission members will be required to be a resident of the City.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Section 2.120.010 (entitled "Names, membership, qualifications and terms of office") of Chapter 2.120 (entitled "Boards and Commissions") of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"2.120.010 Names, membership, qualifications and terms of office.

There shall be and there is established within the City the following boards and commissions:

(a) Planning Commission. (SCCC 2.120.050)

(b) Parks and Recreation Commission. (SCCC 2.120.060)

- (c) Civil Service Commission. (SCCC 2.120.070)
- (d) Board of Library Trustees. (SCCC 2.120.080)
- (e) Historical and Landmarks Commission. (SCCC 2.120.100)
- (f) Senior Advisory Commission. (SCCC 2.120.110)
- (g) Youth Commission. (SCCC 2.120.130)
- (h) Cultural Commission. (SCCC 2.120.140)
- (i) International Exchange Commission (SCCC 2.120.150)
- (j) Housing Commission (SCCC 2.12.160)

All members of boards, commissions, and committees, except for members of the Youth Commission, shall be 18 years of age or older and residents of the City. All members of boards and commissions established by City Charter (i.e., Planning Commission, Parks and Recreation Commission, Civil Service Commission and Board of Library Trustees) shall also be qualified electors of the City.”

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of XXXXXX, 2021, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1732

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas
(Deferred from December 7, 2021)

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

BACKGROUND

The need for sustainability and climate action was identified several decades ago. However, more recently the consequences of climate change have become increasingly severe with an observable impact on all sectors of our society. Additionally, local, regional, national and international momentum demonstrates a more widely accepted recognition that making bold commitments to sustainability and taking action that creates climate solutions is not only needed to support a livable planet but is also critical for the success of our society and our economy.

Regulations and policy targets around climate action, sustainability, and energy innovation include:

- 2006 Assembly Bill (AB) 32 - California Global Warming Solutions Act aimed at reducing Statewide GHG (greenhouse gas) emissions to 1990 levels by 2020.
- California Executive Order (EO) B-30-15 targeted reductions in GHG emissions to 40 percent below 1990 levels by 2030.
- 2016 SB 32 expanded on AB 32 by requiring further reduction of GHG emissions to 40 percent below 1990 levels by 2030 and 80 percent by 2050.
- 2016 Senate Bill (SB) 1383 - Short Lived Climate Pollutants Strategy targeted organic Waste methane emission reductions establishing targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025.
- 2018 California EO B-55-18 called for carbon neutrality by 2045.
- 2018 SB 100 - accelerated the State's current Renewables Portfolio Standard program to 50% by 2025, 60% by 2030, and 100% by 2045.
- 2018 AB 1668 and SB 606 established guidelines for efficient water use and a framework for the implementation and oversight of the new standards.

More recently, the push to reduce carbon through more aggressive measures and support environmental equity has been proposed at the State and Federal levels with policy such as:

- 2020 State EO N-79-20 requiring that all new cars and passenger trucks sold in California be zero-emission vehicles by 2035.
- 2021 President Biden Sets 2030 Greenhouse Gas Pollution Reduction Target Aimed at Creating Good-Paying Union Jobs and Securing U.S. Leadership on Clean Energy

Technologies.

While there is a steep climb ahead to meet sustainability and climate related regulations and targets, this challenge presents an opportunity to creatively integrate sustainability into City planning and operations and to implement measures today that protect our community's long-term health and social and economic vitality.

In February of 2019, the City of Santa Clara adopted sustainability as one of the City Council's seven strategic pillars. In 2020 the City established a new sustainability program to create more coordinated and impactful strategies and actions for addressing sustainability and climate issues. The City's sustainability program takes an integrative and multi-solving approach to achieve the ambitious goals set forth by State regulations and is committed to developing and implementing sustainability initiatives and incorporating equitable community involvement along the way.

Sustainability is of particular importance as the City addresses the overlapping challenges related to climate change, energy, transportation, waste management, water conservation, sustainable development, and overall sustainability in operations. The growing climate and sustainability regulatory mandates offer the City an opportunity to build upon past and current sustainability efforts while looking towards new and innovative approaches to create a Sustainable Santa Clara that actively contributes towards a resilient future.

DISCUSSION

Over the past year and a half, the sustainability program focused on initiatives across three sustainability areas established by the City Council in summer of 2020 - integration, innovation and collaboration and connection. Efforts included foundational work such as assessing existing sustainability efforts, building internal and community collaboration networks, and implementing targeted sustainability related programs and projects. Some of the sustainability program accomplishments over the past year include the following:

- Conducted an update to the City Climate Action Plan (CAP) with associated public engagement and outreach
- Adopted all-electric building electrification and EV (Electric Vehicle) charging reach codes with associated public engagement and outreach
- Expanded implementation of the Community Electric Vehicle Blueprint with 96 public EV charge connectors
- Initiated implementation of the City Fleet Electrification plan with over 20 EV's on fleet and installation of EV charging
- Initiated microgrid and battery storage projects
- Ranked second in the Nation for Green Power Excellence through SVP's Green Power Program
- Launched an organics waste collection program
- Delivered Water & Sewer projects with recycled water offsetting 19% of potable water
- Implemented sustainable parks projects including Smart irrigation, water conservation, tree plantings, EV charging and solar installations
- Completed facility greening projects such as the Northside Library 62 MWh solar project and the LEED Silver Certification of the Mission Branch Library

- Installed 2.5 miles of bicycle lane improvement projects with 5.9 miles on the way
- Conducted Complete Streets public outreach efforts
- Provided energy efficiency rebate savings to SVP customers equivalent to over 2,000 homes' annual usage. Rebates included e-bicycles, heat pump water heaters, EV's, EV chargers and more.
- Provided utility customer outreach on energy efficiency, rebates, EV's and more to residents and businesses including workshops and various direct customer support programs
- Conducted outreach on water conservation and drought messaging
- Promoted water conserving measures and customer rebates such as the lawn replacement and rain barrel programs
- Established an internal Sustainability Green Team
- Launched Sustainable Santa Clara engagement efforts using new and existing community outreach platforms to expand our connection with the community
- Engaged with the Santa Clara youth voice on sustainability related topics
- Reached over 2,000 residents through virtual Earth Month activities
- Established local and regional partnerships focused on climate and sustainability topics such as urban forests, transportation and building electrification, climate action planning, pollution prevention and environmental equity and green jobs

In the year ahead, the City will continue to expand and implement new and existing sustainability related initiatives, plans and policies while continuing to grow a collaborative, community-wide network to advance sustainability and climate action efforts. The proposed areas of focus and expansion for the sustainability program for the year to come include efforts to:

- Align implementation of sustainability related plans through cross-departmental collaboration
- Explore and expand sustainable energy solutions
- Explore and expand sustainable transportation, transportation electrification and clean mobility options and initiatives
- Identify and implement water conservation, nature-based climate solutions, and other natural resource conservation strategies
- Incorporate sustainability into City parks, facilities, and fleet maintenance, management and development
- Update green purchasing policy and practices as opportunities and regulations arise
- Expand sustainability related community education & outreach programs and provide community engagement opportunities
- Utilize new and existing partnerships to increase reach/impact across targeted sustainability areas
- Update Sustainability related Legislative Advocacy Positions

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact to approving this sustainability report.

COORDINATION

In addition to following council direction on the proposed priorities, the Sustainability Program continues to be developed and implemented in collaboration with several City departments including, but not limited to, City Manager's Office, Community Development, Silicon Valley Power, Water and Sewer, Public Works, Parks and Recreation, Library, and Finance.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov) [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas.

Reviewed by: Michelle Templeton, Assistant to the City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. eComment from 12/07/2021 Council and Authorities Concurrent & Special Stadium Authority Meeting

Council and Authorities Concurrent Meeting on 2021-12-07 4:30 PM

Meeting Time: 12-07-21 16:30

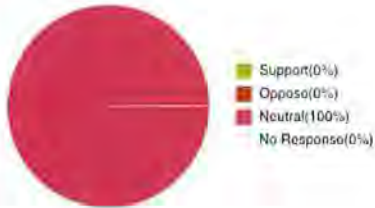
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Council and Authorities Concurrent Meeting on 2021-12-07 4:30 PM	12-07-21 16:30	72	1	0	0	1

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Council and Authorities Concurrent Meeting on 2021-12-07 4:30 PM

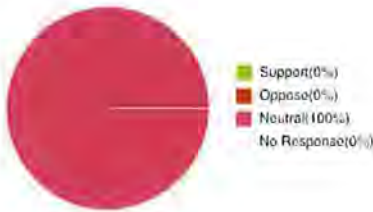
12-07-21 16:30

Agenda Name	Comments	Support	Oppose	Neutral
7. 21-1147 Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas	1	0	0	1

Sentiments for All Agenda Items

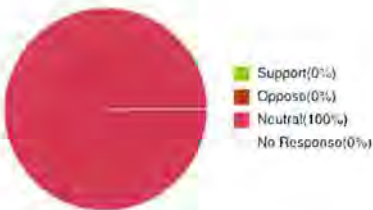
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for 7. 21-1147 Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas

Overall Sentiment



Susan Hinton

Location:

Submitted At: 6:24pm 12-03-21

There is a significant area in which Santa Clara's Sustainability Program lags, and that is in the City's embrace of plastic, such as with synthetic turf or other large applications. In 2019 USB research concluded "Plastics have surprisingly carbon-intense life cycles." Plastics not only degrade into nano-particles, which hurt ocean life, "emissions from plastics in 2015 were equivalent to nearly 1.8 billion metric tons of CO2." Santa Clara should remedy this oversight. (<https://bit.ly/3GgOEjR>)



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-25

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

COUNCIL PILLAR

Enhance Community Engagement and Transparency

RECOMMENDATION

Note and file the Minutes of:

Audit Committee - September 16, 2021

Cultural Commission - November 1, 2021

Planning Commission - November 17, 2021



City of Santa Clara

Meeting Minutes

Audit Committee

09/16/2021

3:00 PM

Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join: <https://santaclaraca.zoom.us/j/99199624617>

Webinar ID: 991 9962 4617

Or join by phone:

US: +1 669 900 6833

CALL TO ORDER AND ROLL CALL

Chairperson Watanabe called the meeting to order at 3:04 p.m.

Present 3 - Chair Kathy Watanabe, Member Sudhanshu Jain, and Member Kevin Park

CONSENT CALENDAR

1. [21-917](#) Audit Committee Minutes

Recommendation: Approve the Audit Committee minutes of March 11, 2021.

A motion was made by Member Jain, seconded by Member Park, to approve staff recommendation. The motion carried by the following vote:

Aye: 3 - Chair Watanabe, Member Jain, and Member Park

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. [21-916](#) Overview of Santa Clara Stadium Authority Fiscal Year 2020/21 Annual Financial Statements and Audit Results Presentation by KPMG, LLP

Recommendation: Accept the Santa Clara Stadium Authority Fiscal Year 2020/21 Annual Financial Statements and recommend that the Stadium Authority note and file the report at the September 28, 2021 Joint Council and Authorities Concurrent and Stadium Authority meeting.

A motion was made by Member Park, seconded by Member Jain, to approve staff recommendation. The motion carried by the following vote:

Aye: 3 - Chair Watanabe, Member Jain, and Member Park

3. [21-1158](#) Overview of the City Auditor's Office Semi-Annual Status Report as of June 30, 2021

Recommendation: Accept the City Auditor's Office Semi-Annual Status Report as of June 30, 2021 recommend that the report be forwarded for note and file to the full Council at the September 28, 2021 Council and Authorities Concurrent meeting.

A motion was made by Member Jain, seconded by Member Park, to approve staff recommendation. The motion carried by the following vote:

Aye: 3 - Chair Watanabe, Member Jain, and Member Park

ADJOURNMENT

Chairperson Watanabe adjourned the meeting at 4:22 p.m.

A motion was made by Member Park, seconded by Member Jain, to adjourn the meeting. The motion carried by the following vote:

Aye: 3 - Chair Watanabe, Member Jain, and Member Park

Future Audit Committee Meetings will be scheduled at a later date.

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Cultural Commission

11/01/2021

7:00 PM

Virtual Meeting

Pursuant to California Government Code section 54953(e) and City of Santa Clara Resolution 21-9013, the Cultural Commission will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

Via Zoom:

<https://santaclaraca.zoom.us/j/98272283531>

Webinar ID: 982 7228 3531

Or join by phone: 1-669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by chair von Huene at 7:06 p.m.

Present 4 - Commissioner Siddarth Sundaram, Chair Debra von Huene, Vice Chair Candida Diaz, and Commissioner Jennifer Vega

Absent 3 - Commissioner Louis Samara, Commissioner Jonathan Marinaro, and Commissioner Paul McNamara

Commissioner Samara joined the meeting at 7:09 p.m.

CONSENT CALENDAR

1.A [21-1266](#) Cultural Commission Regular Meeting Minutes of October 4, 2021

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of October 4, 2021.

A motion was made by Vice Chair Diaz, seconded by Commissioner Sundaram that this item be approved. The motion passed with the following vote:

Aye: 5 - Commissioner Sundaram, Commissioner Samara, Chair von Huene, Vice Chair Diaz, and Commissioner Vega

Absent: 2 - Commissioner Marinaro, and Commissioner McNamara

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. [21-1279](#) Discussion of Commission Budget Allocations

Recommendation: Continue Commission activities within the currently approved budget levels.

3. [21-1500](#) Discussion and Updates to Cultural Commission Work Plan Goals and Activities for FY 2021/22

Recommendation: Provide updates to Cultural Commission work plan goals and activities for FY 2021/22.

Commissioners reported the following updates to the work Plan.

Goal #1-Host and enhance multicultural events to encourage and acquaint Santa Clara residents with Cultural diversity.

Recreation Manager Castro shared the Year at a Glance 2022/23, which highlights the events by month.

Commissioner Samara discussed events Commission had in the past.

There was a discussion on sponsorships and a possible silent disco event.

The budget is \$48,000 for FY 2022/23.

Sound producer is in contract for \$32,000 for 5 concerts and Street Dance.

Commissioner Sundaram will be on the committee for Goal #1.

Commissioners decided that Sponsorship will be added as a Work Plan item for 2022/2023.

Street Dance will be held on Aug. 5, 2022.

Commissioner MCNamera joined the meeting at 7:37 p.m.

Goal #2-Develop and encourage interactive art opportunities to provide temporary, performing, cultural and public art in the City.

Recreation Manager Castro notified contacts that the Commission will not move forward with the Outdoor Fitness Mural.

Utility Box Art Project was reviewed. Four (4) boxes have been completed. Two (2) additional boxes need to be completed.

Halloween Home Decorating Contest-Commissioner Diaz shared her experiences with the Halloween Home Decorating Contest. The City Art map has been updated with the locations of the winning homes. Winners were excited to receive their signs.

Holiday Home Decorating Contest will follow in late November.

The Breaking FreeSculpture Exhibition is currently closed. The three (3) winners are on Exhibit at the Triton for another couple weeks.

Surviving Covid Exhibition- Semi Finalists will be notified and art will be

displayed for voting and finalists will be selected.

Goal # 3-Raise visibility of Commemorative Months

Commission wants to blast one page per month for the coloring book. Pre-announcement will occur in December and will start in January. Commissioner Garcia will join the committee. Commission would like the coloring book to be highlighted in City newsletters if possible.

Goal #4-Enhance communication and media strategy to increase community awareness of the Cultural Commission-Commissioners Garcia and McNamara will connect and give an update at the Dec. meeting.

Goal #5-Prepare for Citywide Arts Master Plan Process-Commissioners are developing goals and objectives and meeting with Santa Clara University. Currently in draft phase. Commissioners will report back in December with additional information.

STAFF REPORT

Recreation Manager Castro reported that staff has been working on the Halloween Home Decorating Contest and the November Department Newsletter. She mentioned the Facility Naming Ceremony in honor of Jerry Marsalli on Nov. 6, at 1 p.m. at the Reed & Grant Sports Complex. She mentioned the Annual Tree Lighting Event will take place at Central Park on Dec 3, from 5-8 p.m. She mentioned the Parks & Recreation Department is currently seeking part time staff and currently planning for Winter 2022.

COMMISSIONERS REPORT

Vice Chair Diaz thanked Recreation staff for their help on the Utility Box Art project and Halloween Home Decorating Contest. She mentioned that the winners of the contest were so happy when she delivered their winning signs.

ADJOURNMENT

A motion was made by Vice Chair Diaz, seconded by Commissioner Samara, that the meeting be adjourned at 8:24 p.m.

Aye: 6 - Commissioner Sundaram, Commissioner Samara, Chair von Huene,
Vice Chair Diaz, Commissioner McNamara, and Commissioner Vega

Absent: 1 - Commissioner Marinaro

The time limit within which to commence any lawsuit or legal challenge to any quasi-judicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-judicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Planning Commission

11/17/2021

6:00 PM

Virtual Meeting

Pursuant to California Government Code section 54953(e) and City of Santa Clara Resolution 21-9013, the Planning Commission meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to provide methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/91729202898>
 - Webinar ID: 917 2920 2898 or
 - o Phone: 1(669) 900-6833

- Via the City's eComment (available during the meeting)

The public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

PUBLIC PARTICIPATION IN ZOOM WEBINAR: Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

6:00 PM REGULAR MEETING

Call to Order

Chair Biagini called the meeting to order at 6 p.m.

Pledge of Allegiance and Statement of Values

Roll Call

Present 7 - Chair Nancy A. Biagini, Vice Chair Priya Cherukuru, Commissioner Ricci Herro, Commissioner Qian Huang, Commissioner Yuki Ikezi, Commissioner Lance Saleme, and Commissioner Yashraj Bhatnagar

DECLARATION OF COMMISSION PROCEDURES

Secretary Herro read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

1. [21-1583](#) Planning Commission Meeting Minutes of October 27, 2021 Meeting

Recommendation: Approve the Planning Commission Minutes of the October 27, 2021 Meeting

Commissioner Ikezi abstained from voting on the consent calendar item due to being absent for the majority of the meeting.

A motion was made by Commissioner Herro, seconded by Commissioner Saleme to approve the consent calendar.

Aye: 6 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Saleme, and Commissioner Bhatnagar

Abstained: 1 - Commissioner Ikezi

PUBLIC PRESENTATIONS

Yuki Ikezi shared a recent incident with Xfinity regarding easements and learned that Xfinity has an easement agreement with the City. She shared that she would pursue her concerns with the Task Force on Diversity, Equity, and Inclusion to modify these agreements to allow for more provisions on escalation.

PUBLIC HEARING

2. STUDY SESSION: Overview of Draft Zoning Code

Principal Planner John Davidson provided a PowerPoint presentation and a hands on demonstration on how to review the online Zoning Code. **Assistant City Attorney Alexander Abbe** stated that Commissioners will make recommendations and approve the Zoning Code updates.

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

None.

2. Commissioner Travel and Training Reports, Requests to attend Trainings

None.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

None.

2. Upcoming Agenda Items

Staff Liaison Gloria Sciara updated the Commission that an item regarding a daycare center, located at 3700 San Tomas Expressway, would be heard at the next Planning Commission meeting. **Assistant Director of Community Development Reena Brilliot** also updated the Commission that there would be a special Planning Commission meeting on January 10, 2022 and that the Patrick Henry Drive Specific Plan would be heard at January 26, 2022 meeting.

3. City Council Actions

Staff Liaison Gloria Sciara updated the Commission on recent City Council actions. **Commissioner Cherukuru** inquired about the items relating to housing. **Commissioner Saleme** inquired about rebates for water and how to report concerns regarding streets and City trees. **Commissioner Ikezi** inquired about the NVIDIA overpass located over San Tomas Expressway.

ADJOURNMENT:

A motion was made by Commissioner Cherukuru, seconded by Commissioner Herro to adjourn the meeting.

The meeting adjourned at 8:08 p.m.

The next regular scheduled meeting is on Wednesday, December 8, 2021 at 6 p.m.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

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City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-1742

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on August 24, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting; September 1, 2021 Special City Council Meeting; September 7, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting, and September 8, 2021 Joint Special Meeting City Council, Planning Commission, and Downtown Community Task Force

COUNCIL PILLAR

Enhance Community Engagement and Promote Transparency

RECOMMENDATION

Approve the Meeting Minutes of:

August 24, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting;

September 1, 2021 Special City Council Meeting

September 7, 2021 Joint Council and Authorities Concurrent & Stadium Authority Meeting; and

September 8, 2021 Joint Special Meeting City Council, Planning Commission, and Downtown Community Task Force



City of Santa Clara

Draft

Joint Meeting Minutes

Council and Authorities Concurrent Meeting

Santa Clara Stadium Authority

08/24/2021

3:30 PM

Virtual Meeting
Closed Session 3:30 PM
Open Session 5:30 PM

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/99706759306>
- Meeting ID: 997-0675-9306 or
- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

3:30 PM CLOSED SESSION

Call to Order

Mayor/Chair Gillmor called the meeting to order at 3:31 PM.

Roll Call

Present: 5 - Council/Boardmember Kathy Watanabe, Vice Mayor/Chair Raj Chahal, Council/Boardmember Suds Jain, Council/Boardmember Anthony Becker, and Mayor/Chair Lisa M. Gillmor

Absent: 2 - Councilmember Karen Hardy, and Councilmember Kevin Park

A motion was made by Council/Boardmember Jain, seconded by Vice Mayor/Chair Chahal, to excuse Council/Boardmember Park and Council/Boardmember Hardy from the meeting.

Aye: 4 - Vice Mayor/Chair Chahal, Council/Boardmember Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

Nay: 1 - Council/Boardmember Watanabe

Absent: 2 - Council/Boardmember Hardy, and Council/Boardmember Park

Public Comment

None.

1.A [21-1099](#) Public Employee Performance Evaluation pursuant to Government Code Section 54957(b)(1)
Title: City Attorney

1.B [21-1119](#) Conference with Real Property Negotiators (CC)
Pursuant to Gov. Code § 54956.8
Property: 630 Martin Avenue, APN: 224-35-014
City/Authority Negotiator: Deanna J. Santana, City Manager/Executive Director (or designee)
Negotiating Party: D&R Miller Properties, LLC
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

1.C [21-1128](#) Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: Deanna J. Santana, City Manager (or designee)
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

Convene to Closed Session

Council convened to Closed Session at 3:33 PM and reconvened the meeting at 5:34 PM.

5:30 PM JOINT COUNCIL AND AUTHORITIES CONCURRENT & STADIUM AUTHORITY REGULAR MEETING

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Mayor/Chair Gillmor recited the Statement of Values.

Assistant City Clerk/Secretary Pimentel recited the AB 23
Announcement and Behavioral Standards.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Doyle noted that there was no reportable action from
Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Mayor Gillmor noted that Item 6 will be heard after the Consent Calendar.

City Manager Santana requested Item 4.N be deferred to a later date.

4.N [21-890](#)

Introduction of Ordinance to amend Chapter 2.120, entitled Boards and
Commissions, to add the City's Housing Commission and establish the
powers, functions, and duties of the commission and Report and Update
on the City's Implementation of the Community Plan to End Homelessness

Recommendation: Introduce an Ordinance to amend Chapter 2.120, entitled Boards and
Commissions, to add the City's Housing Commission and establish the
powers, functions, and duties of the commission.

**A motion was made by Councilmember Jain, seconded by Vice
Mayor Chahal to defer this item to a later date.**

Aye: 5 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember
Becker, Councilmember Jain, and Mayor Gillmor

Excused: 2 - Councilmember Hardy and Councilmember Park

Councilmember Park joined the meeting at 5:40 PM.

STUDY SESSION

2. [21-942](#) Study Session on Homeless Encampments and Vehicle Dwelling facilitated by the Police Department

Recommendation: The purpose of this report is to support a Study Session on this topic and to receive input from the City Council on further policy development.

Housing & Community Services Division Manager Veach and **Assistant Chief of Police Rush** gave a PowerPoint Presentation.

Council questions and comments followed.

Housing & Community Services Division Manager Veach, City Manager Santana, Deputy Fire Chief Ray, and Assistant Chief of Police Rush addressed **Council** questions.

Public Speaker(s): Alex Shoor
Vanessa Silbermann
Jeff Houston
Vicki and Charles Shepard

City Manager Santana, Assistant Chief of Police Rush, and Housing & Community Services Division Manager Veach addressed public questions.

SPECIAL ORDER OF BUSINESS

- 3.A [21-764](#) Proclamation of September 2021 as Community Preparedness Month

Mayor Gillmor and **Council** proclaimed September as Community Preparedness Month and presented the proclamation to **Chief Emergency Services Officer Schoenthal**.

Chief Emergency Services Officer Schoenthal expressed gratitude for the recognition for Community Preparedness Month.

- 3.B** [21-1110](#) Recognition of Outgoing Commissioners on the Board of Library Trustees, Cultural Commission, Historical and Landmarks Commission, Housing Rehabilitation Loan Committee and Parks and Recreation Commission

Mayor Gillmor and **Council** recognized and acknowledged the following outgoing Board and Commission members for their service:

Board of Library Trustees Joshua Briefman 2019-2021
Cultural Commission Harbir K. Bhatia 2016-2021
Cultural Commission Niharika "Niha" Mathur 2017-2021
Historical and Landmarks Commission Stephen Estes 2014-2021
Historical and Landmarks Commission J.L. "Spike" Standifer 2013-2021
Housing Rehabilitation Loan Committee Darius Brown 2019-2021
Housing Rehabilitation Loan Committee Carmen Pascual 2013-2021
Parks & Recreation Commission George Guerra 2013-2021
Parks & Recreation Commission Derreck Carter-House 2020-2021

Public Speaker(s): Harbir K. Bhatia

- 3.C** [21-1144](#) Proclaim August 2021 as American Muslim Appreciation and Awareness Month

Mayor Gillmor and **Council** proclaimed August 2021 as American Muslim Appreciation Month. Mayor Gillmor presented the proclamation to **Sameena Usman (Senior Government Relations Coordinator - CAIR)**.

Sameena Usman (Senior Government Relations Coordinator - CAIR) expressed gratitude for the recognition for American Muslim Appreciation Month.

Public Speaker(s): Gino

CONSENT CALENDAR

A motion was made by Council/Boardmember Jain, seconded by Council/Boardmember Park, to approve the Balance of the Consent Calendar (except Items 4.K, 4.X, and 5.D).

Aye: 6 - Council/Boardmember Watanabe, Vice Mayor/Chair Chahal, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

Excused: 1 - Council/Boardmember Hardy

- 4.A [21-1130](#) Action on the Meeting Minutes of April 12 & April 13, 2021 City Council Special Meeting, April 20, 2021 Council and Authorities Concurrent & Special Stadium Authority, and April 21, 2021 City Council Special Meeting

Recommendation: Approve the Meeting Minutes of:
April 12, 2021 City Council Special Meeting
April 13, 2021 City Council Special Meeting
April 20, 2021 Council and Authorities Concurrent & Special Stadium Authority
April 21, 2021 City Council Special Meeting

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.B [21-16](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

City/School Liaison Committee - May 5, 2021
Parks & Recreation Commission - June 15, 2021
Planning Commission - May 10, 2021
Bicycle and Pedestrian Advisory Committee - March 22, 2021
Cultural Commission - June 7, 2021
Senior Advisory Commission - June 28, 2021
Parks & Recreation Commission - July 20, 2021
Economic Development, Communications, and Marketing Committee
Special Meeting Minutes - May 19, 2021

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.C [21-846](#) Action on Monthly Financial Status and Investment Reports for May 2021

Recommendation: Note and file the Monthly Financial Status and Investment Reports for May 2021 as Presented.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.D [21-443](#) Actions on agreements associated with Battery Energy Storage System (BESS) Project at Santa Clara University (SCU), Authorizing City Manager to
1. Execute a Memorandum of Understanding (MOU) with SCU;
 2. Negotiate and execute a Property Lease Agreement with SCU;
 3. Execute BESS Sale and Purchase Agreement with Tesla, Inc. (Tesla)
 4. Execute BESS Services Agreement with Tesla

- Recommendation:**
1. Authorize the City Manager to execute a Memorandum of Understanding with Santa Clara University;
 2. Authorize the City Manager to negotiate and execute a Lease Agreement with Santa Clara University;
 3. Authorize the City Manager to execute a BESS Sales and Purchase Agreement with Tesla, Inc.;
 4. Authorize the City Manager to execute a BESS Services Agreement with Tesla, Inc.; and
 5. Authorize the City Manager to make minor changes to the agreements subject to approval by City Attorney.

Councilmember Jain recused himself from this item as his wife is employed by Santa Clara University.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

Aye: 5 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Park, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

Recused: 1 - Councilmember Jain

- 4.E [21-627](#) Action on an Agreement with NUVIS Landscape Architecture, Inc. for Design Professional Services for the Central Park New Entrance, Access, and Parking Improvements Project

- Recommendation:**
1. Approve and authorize the City Manager to execute an agreement for Design Professional Services with NUVIS Landscape Architecture, Inc. for the Central Park New Entrance, Access, and Parking Improvements Project in the amount not-to-exceed \$148,305; and
 2. Authorize the City Manager to make minor modifications to the agreement, if needed.

Public Speaker(s): Susan Hinton (eComment)

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

4.F [21-907](#) Action on Agreement with TMC Shooting Range Specialists, Inc.

- Recommendation:**
1. Authorize the City Manager to execute an agreement with TMC Shooting Ranges Specialists, Inc. to provide lead remediation services for an initial term beginning on August 24, 2021 and ending on August 31, 2022, with maximum compensation not-to-exceed \$60,220; and
 2. Authorize the City Manager to execute up to four one-year options to extend the term of the agreement through August 31, 2026, subject to the appropriation of funds.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

4.G [21-847](#) Action on a Bay Area Water Supply and Conservation Agency Participation Agreement for the WaterSmart Customer Engagement and Conservation Program

- Recommendation:**
- Approve and authorize the City Manager to execute the Participation Agreement for the WaterSmart Customer Engagement and Conservation Program with Bay Area Water Supply and Conservation Agency (BAWSCA) for an initial term starting on or about July 1, 2021 and ending on June 30, 2024, at a cost of \$337,205 subject to the appropriation of funds.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.H [21-1036](#) Authorize the City Manager to:
1. Execute Amendment No. 1 to the Agreement for the Performance of Services with Nalco Company LLC extending the term through August 31, 2023;
 2. Authorize the City Manager to make minor changes to the proposed amendment attached subject to approval by City Attorney; and
 3. Add or delete services consistent with the scope of the agreement and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

- Recommendation:**
1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Nalco Company, LLC to extend the term of the Agreement through August 31, 2023 and increase the maximum compensation to \$900,000;
 2. Authorize the City Manager to make minor changes to the proposed amendment attached subject to approval by City Attorney; and
 3. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.I [21-879](#) Action on Amendment No. 1 to the Agreement for Services with HouseKeys, Inc. for Administration Services for the Below Market Price Purchase Program

- Recommendation:**
1. Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with HouseKeys, Inc. to increase the Agreement's not to exceed amount, from \$581,250 to \$701,250 for administration services for the Below-Market Purchase Program and to approve change orders and amendments during the initial term commencing on November 18, 2020 and ending on November 30, 2023, subject to the appropriation of funds; and
 2. Approve the City of Santa Clara Below Market Purchase (BMP) Program Application Guide

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.J [21-762](#) Action on Amendment No. 2 to the Agreement with HSQ Technology for the MISER Supervisory Control and Data Acquisition (SCADA) System

Recommendation: Authorize the City Manager to execute Amendment No. 2 to the Agreement with HSQ Technology for the MISER Supervisory Control and Data Acquisition (SCADA) System to increase the amount of the agreement by \$76,893 for a revised not-to-exceed maximum compensation of \$574,481.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.L [21-1063](#) Action on Amendment No. 3 to the Agreement with Moore Iacofano Goltsman, Inc. (MIG) for preparation of the Patrick Henry Drive Specific Plan, Amendment No. 1 to Reimbursement Agreement with developers within the Plan Area, and related Budget Amendment

Recommendation:

1. Consistent with City Charter Section 1305 , “At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,” approve the FY 2021/22 budget amendment in 1) the Prefunded Plan Review Fund to recognize developer contributions in the amount of \$271,150 and establish an appropriation for the Patrick Henry Drive Specific Plan in the amount of \$271,150, and 2) the CIP Sewer Utility Construction Fund to recognize developer contributions in the amount of \$240,000 and increase the Sanitary Sewer Hydraulic Modeling As Needed Support Project appropriation by \$240,000 (five affirmative council votes required to appropriate additional revenue);
2. Authorize the City Manager to execute Amendment No. 3 to the Agreement with Moore Iacofano Goltsman (MIG) for professional services to prepare the Patrick Henry Drive Specific Plan and related Environmental Review documents by increasing the amount of the agreement by \$166,000 and extending the term of the agreement through December 31, 2022, for a revised not-to-exceed maximum compensation of \$1,183,623, subject to the appropriation of funds; and
3. Authorize the City Manager to execute Amendment No. 1 to the Reimbursement Agreement with the developers within the Plan Area.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

4.M [21-763](#) Note and File the 2021 Evaluation Report of the Hazard Mitigation Plan

Recommendation: Note and File the 2021 Evaluation Report of the Local Hazard Mitigation Plan.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

4.O [21-943](#) Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 3590 Benton Street from September 17, 2021 through December 24, 2021

Recommendation: Approve the request of a Special Permit to allow for a seasonal Pumpkin Patch and Christmas Tree sales events at 3590 Benton Street from September 17, 2021 through December 24, 2021, subject to conditions.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

4.P [21-944](#) Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 2610 El Camino Real from September 17, 2021 through December 24, 2021.

Recommendation: Approve the request of a Special Permit to allow for a Christmas Tree sales events at 2610 El Camino Real from September 17, 2021 through December 24, 2021, subject to conditions.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

4.Q [21-984](#) Action to Approve an Office of Traffic Safety Selective Traffic Enforcement Program Grant and Related Budget Amendment

Recommendation:

1. Approve the Office of Traffic Safety Selective Traffic Enforcement Program Grant;
2. Consistent with City Charter Section 1305, *“At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,”* approve the FY 2021/22 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of \$75,000 and establish a Selective Traffic Enforcement Program Grant appropriation in the amount of \$75,000 (**five affirmative Council votes required to appropriate additional revenue**); and
3. Authorize the Chief of Police, City Manager and Finance Director to sign the required grant-related documents.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.R [21-988](#) Action on Designating a Voting Delegate and Alternates for the 2021 League of California Cities Annual Business Meeting

Recommendation: Designate Mayor Lisa M. Gillmor to serve as the voting delegate, Councilmember Kathy Watanabe as the first alternate voting delegate, and Councilmember Kevin Park as the second alternate voting delegate, to represent the City of Santa Clara at the 2021 League of California Cities Annual Business Meeting.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

- 4.S [21-770](#) Action on a Resolution Ordering the Vacation of an Emergency Vehicle Access Easement at 737 Mathew Street

Recommendation: 1. Adopt a Resolution Ordering the Vacation of an Emergency Vehicle Access Easement at 737 Mathew Street [APN 224-40-012 (2020-21); SC 19,366]; and
2. Authorize the recordation of the Resolution.**A motion was made by Councilmember Jain, seconded by Councilmember Park, to adopt Resolution No. 21- 8995 ordering the Vacation of an Emergency Vehicle Easement at 737 Mathew Street [APN 224-40-012 (2020-21); SC 19,366]; and Authorization for the recordation of the Resolution.**

- 4.T [21-993](#) Action on a Resolution Ordering the Vacation of an Underground Electric Easement and Emergency Access Easement at 2905 Stender Way.

Recommendation: 1. Adopt a Resolution Ordering the Vacation of an Underground Electric Easement and Emergency Access Easement at 2905 Stender Way [APN 216-29-108 (2021-22); SC 19,362]; and
2. Authorize the recordation of the Resolution.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to adopt Resolution No. 21-8996 ordering the Vacation of an Underground Electric Easement and Emergency Access Easement at 2905 Stender Way [APN 216-29-108 (2021-22); SC 19,362]; and Authorization for the recordation of the Resolution.

4.U [21-1062](#) Action on a Resolution Revising the Council and Authorities/Stadium Authority Regular Meeting Dates for the 2021 Calendar Year

Recommendation: Adopt a Resolution revising the Council and Authorities/Stadium Authority regular meeting dates for the 2021 calendar year to reflect the following changes to the months of September and October:

1. Cancellation of the September 14, 2021 Council and Authorities regular meeting and September 21, 2021 Stadium Authority Meeting and set September 7, 2021 as a Joint Council and Authorities and Stadium Authority regular meeting and set
2. Cancellation of the October 5, 2021 Council and Authorities regular meeting and set September 19, 2021 as a Joint Council and Authorities and Stadium Authority regular meeting.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to adopt Resolution No. 21-8997 revising the Council and Authorities/Stadium Authority regular meeting dates for the 2021 calendar year to reflect the following changes to the months of September and October.

4.V [21-1095](#) Action on Council and Authorities Concurrent and Stadium Authority Meetings for 2022

Recommendation: Set the 2022 calendar year Council and Authorities Concurrent and Stadium Authority as reflected on the attached calendar.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

4.W [21-1097](#) Action on Resignation of Senior Advisory Commissioner, Declare a Vacancy on the Senior Advisory Commission, and Set Process for Filling the Vacancy

Recommendation: Accept the resignation of outgoing Commissioner Ana Segovia effective immediately; and invite back both applicants Jim Hohenshelt and Suresh Lokiah to be re-interviewed.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to approve staff recommendation.

Santa Clara Stadium Authority Consent Calendar

5.A [21-964](#) Action on Stadium Authority Bills and Claims for the Month of May 2021

Recommendation: Approve the list of Stadium Authority Bills and Claims for May 2021.

A motion was made by Boardmember Jain, seconded by Boardmember Park, to approve staff recommendation.

- 5.B [21-992](#) Informational Report on Dates and Purpose of Stadium Authority and Stadium Manager Meetings and Corresponding Minutes for the Period April 1, 2021 to June 30, 2021

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager Meetings and Corresponding Minutes for the period of April 1, 2021 to June 30, 2021.

A motion was made by Boardmember Jain, seconded by Boardmember Park, to approve staff recommendation.

5.C Request from the Stadium Manager for Approval to Award Purchase Order to LRG Technologies, Inc. DBA Mobile Pro Systems for CCTV Pop Up Trailers CapEx Project, Execute Agreement with Plexus Global LLC for Employment Background Screening Services and Agreements with ACCO Engineered Systems, Inc and O.C. McDonald Co., Inc. for Mechanical and Plumbing Maintenance and Repair Services

1. [21-1085](#) Request from the Stadium Manager for Approval to Award Purchase Order to LRG Technologies, Inc. DBA Mobile Pro Systems for CCTV Pop Up Trailers CapEx Project, Execute Agreement with Plexus Global LLC for Employment Background Screening Services and Agreements with ACCO Engineered Systems, Inc and O.C. McDonald Co., Inc. for Mechanical and Plumbing Maintenance and Repair Services

2. [21-1127](#) Report from the Stadium Authority Regarding the Stadium Manager's Request to Award Purchase Order to LRG Technologies, Inc. DBA Mobile Pro Systems for CCTV Pop Up Trailers CapEx Project, Execute Agreement with Plexus Global LLC for Employment Background Screening Services and Agreements with ACCO Engineered Systems, Inc and O.C. McDonald Co., Inc. for Mechanical and Plumbing Maintenance and Repair Services

Recommendation:

1. Approve the Stadium Manager's request to award a purchase order to LRG Technologies, Inc. DBA Mobile Pro Systems to purchase four Mobile Pro Falcon 3100 trailers (CCTV Pop Up Trailer CapEx line item), in the amount of \$209,702, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager;
2. Approve the Stadium Manager's request to execute an agreement with Plexus Global LLC for employee background screening services in an amount not to exceed \$16,500 per contract year (for a total not to exceed amount of \$49,500 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager;
3. Approve the Stadium Manager's request to execute an agreement with ACCO Engineered Systems, Inc. for mechanical and plumbing maintenance and repair services in an amount not to exceed \$250,000 per contract year (for a total not to exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager; and
4. Approve the Stadium Manager's request to execute an agreement with O.C. McDonald Co., Inc. for mechanical and plumbing maintenance and repair services in an amount not to exceed \$250,000 per contract year (for a total not to exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

A motion was made by Boardmember Jain, seconded by Boardmember Park, to approve staff recommendation.

6. [21-1145](#) Action on a Written Petition (Council Policy 030) submitted by Leonne (Lee) Broughman on July 12, 2021 to add an agenda item to a future date about Censure/Admonishment of Councilmember Park (Continued from August 17, 2021)

Recommendation: Staff makes no recommendation.

Lee Broghman gave a verbal presentation on her Written Petition to Censure/Admonishment of **Councilmember Park**.

Council comments and questions followed.

City Manager Santana addressed **Council** questions.

Public Speaker(s): Bob O'Keefe
Matthew Reed
T.K.
Debbie Tryforos

Council comments followed.

Councilmember Park apologized for his comments.

PUBLIC PRESENTATIONS

T.K. expressed comments of concern regarding Mayor Gillmor using City resources for Mayor at Noon (i.e. YouTube and Facebook).

Gino expressed comments regarding a Written Petition in September 2017 about neighborhood street conditions.

Mayor Gillmor called for a recess at 8:10 PM and reconvened the meeting at 8:20 PM.

CONSENT ITEMS PULLED FOR DISCUSSION

- 4.K** [21-1033](#) Action on Amendment No. 2 to the Agreement with Moore Iacofano Goltsman, Inc. (MIG) for preparation of the Freedom Circle Focus Area Plan, Amendment No. 2 to Reimbursement Agreement with Freedom Circle Venture, LLC, and Related Budget Amendment

- Recommendation:**
1. Consistent with City Charter Section 1305 , “At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,” approve the FY 2021/22 budget amendment in the Prefunded Plan Review Fund to recognize developer contributions in the amount of \$66,000 and establish an appropriation for the Freedom Circle Focus Area Plan in the amount of \$66,000 (five affirmative council votes required to appropriate additional revenue); and
 2. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Moore Iacofano Goltsman (MIG) for professional services to prepare the Freedom Circle Focus Area Plan and related Environmental Review documents by increasing the amount of the agreement by \$66,000 and extending the term of the agreement through December 31, 2022, for a revised not-to-exceed maximum compensation of \$751,635, subject to the appropriation of funds; and
 3. Authorize the City Manager to execute Amendment No. 2 to the Reimbursement Agreement with Freedom Circle Venture LLC.

Councilmember Jain pulled this item for further clarification.

Director of Community Development Crabtree and **City Manager Santana** addressed **Council** questions and comments.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to continue this item to September 7, 2021 Council and Authorities Concurrent Meeting.

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

- 4.X [21-1104](#) Action on Agreement with Carl Warren & Company for General Liability Claims Adjusting and Administrative Services

Recommendation:

1. Authorize the City Manager to execute an agreement with Carl Warren & Company for Liability Claims Adjusting and Administrative Services for an initial three-year term ending on or about August 18, 2024, and maximum compensation not to exceed \$342,000 for up to 125 open claims, subject to the appropriation of funds;
2. Authorize the City Manager to compensate Carl Warren & Company a fixed price of \$850 dollars per month for each open claim more than 125, subject to the appropriation of funds;
3. Authorize the City Manager to exercise two one-year options to extend the term of the Agreement, subject to the appropriation of funds; and
4. Authorize the Stadium Authority Executive Director to execute the Agreement with Carl Warren & Company, for Liability Claims Adjusting and Administrative Services.

Vice Mayor Chahal pulled this item for further clarification.

Risk Manager Bych addressed **Council** questions.

Public Speaker(s): John Chaquica
Lee Broughman

A motion was made by Vice Mayor/Chair Chahal, seconded by Council/Boardmember Park, to (1) authorize the City Manager to execute an agreement with Carl Warren & Company for Liability Claims Adjusting and Administrative Services for an initial three-year term ending on or about August 18, 2024, and maximum compensation not to exceed \$342,000 for up to 125 open claims, subject to the appropriation of funds; (2) authorize the City Manager to compensate Carl Warren & Company a fixed price of \$850 per month for each open claim more than 125, subject to the appropriation of funds; (3) authorize the City Manager to exercise two one-year options to extend the term of the Agreement, subject to the appropriation of funds; and (4) authorize the Stadium Authority Executive Director to execute the Agreement with Carl Warren & Company, for Liability Claims Adjusting and Administrative Services.

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

5.D Request from the Stadium Manager for Staffing Changes and Related Budget Amendment

Boardmember Jain pulled for this item for further clarification.

Brent Schoeb (Stadium Management Company Chief Revenue Officer) noted that he along with **Jim Mercurio (Stadium Management Company Vice President and General Manager)**, and **Stadium Management Company Finance Staff** did not have a presentation, however are available to answer questions.

Board questions followed.

Executive Director Santana gave a PowerPoint Presentation.

Stadium Authority Counsel Doyle addressed **Board** questions.

Jihad Beachman (Stadium Management Company Vice President, Deputy General Counsel), **Jeff Fong (Stadium Management Company Vice President of Finance)**, and **Brent Schoeb (Stadium Management Company Chief Revenue Officer)** addressed Stadium Authority staff comments and **Board** questions.

Executive Director Santana, and **Stadium Authority Treasurer Lee** addressed Stadium Management Company comments.

Board questions followed.

Executive Director Santana addressed **Board** questions.

Jim Mercurio (Stadium Management Company Vice President and General Manager) and **Jeff Fong (Stadium Management Company Vice President of Finance)** addressed **Board** and Stadium Authority staff questions.

Board questions followed.

Executive Director Santana and **Stadium Authority Counsel Doyle** address **Board** questions.

1. [21-1091](#) Request from the Stadium Manager for Staffing Changes and Related Budget Amendment
2. [21-1109](#) Report from the Stadium Authority Regarding the Stadium Manager's Request for Staffing Changes and Related Budget Amendment

- Recommendation:**
1. Approve the Stadium Manager's request to add a Director of Procurement position, subject to guarantee from the Stadium Manager that Board approved public works/CapEx projects will be implemented, compliance with all applicable legal procurement requirements, direct the Stadium Manager to provide the costs of the approved staffing changes, and submit the Board directed procurement plan/schedule;
 2. Approve the Stadium Manager's request to fill a budgeted Accounting Manager and budgeted Staff Accountant position during FY 2021/22 Q2 instead of Q4, and direct the Stadium Manager to provide the costs of the approved staffing changes with guarantee that these resources are not being used for the clean-up accounting activity that the Stadium Manager has underway which should have always been completed;
 3. Delegate authority to the Executive Director to approve a budget amendment for the Stadium Authority Board approved positions based on a future review of salaries and benefits costs with the Stadium Manager; and
 4. Direct staff to report back on a competitive process to contract with an independent professional event-booking contractor instead of funding additional 49ers organization employees for booking Non-NFL events.

A motion was made by Boardmember Becker, seconded by Vice Chair Chahal, to (1) approve the budget amendment requested by the Stadium Manager for the following requested staffing changes: (a) Head of Public Ticketed Events, (b) Director of Procurement, (c) Senior Financial Analyst, (d) Accounting Manager, and (e) Staff Accountant, (2) filing of Form 700 as noted by the Executive Director, (3) Stadium Manager to return with a report on how these positions are performing after one year, and (4) Stadium Authority reserves its rights to recoup any dollars if it is discovered that the Stadium Manager is not complying with the State law.

Aye: 4 - Vice Chair Chahal, Boardmember Park, Boardmember Jain, and Boardmember Becker

Nay: 2 - Boardmember Watanabe, and Chair Gillmor

Excused: 1 - Boardmember Hardy

PUBLIC HEARING/GENERAL BUSINESS

7. [21-1111](#) Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 630 Martin Avenue, Santa Clara, California, from D&R Miller Properties, LLC

Recommendation: Alternative 1: Adopt a Resolution of Necessity to Acquire Certain Real Property Interests on 630 Martin Avenue, Santa Clara, California, from D&R Miller Properties, LLC. **(Five affirmative votes required [California Code of Civil Procedure section 1245.245]).**

Chief Electric Utilities Officer Pineda gave a PowerPoint Presentation.

A motion was made by Councilmember Jain, seconded by Vice Mayor Chahal, to close the Public Hearing.

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

A motion was then made by Councilmember Jain, seconded by Councilmember Becker, to approve alternative 1: adopt Resolution No. 21-8998 of Necessity to Acquire Certain Real Property Interests on 630 Martin Avenue, Santa Clara, California, from D&R Miller Properties, LLC. (Five affirmative votes required [California Code of Civil Procedure section 1245.245]).

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Councilmember Jain gave a PowerPoint Presentation on Train Noise and the creation of a potential quiet zone.

- [21-1184](#) Reports of Members and Special Committees Post Meeting Material

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Santana noted on the following successful accomplishments by City Staff: Roll-out of updated phone system, Accela Program launched and now working on Police Department Records Management System.

- [21-1148](#) Update on City Council and Stadium Authority Staff Referrals

ADJOURNMENT

The meeting was adjourned at 11:02 PM.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adjourn the meeting.

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

The next regular scheduled meeting is on Tuesday evening, September 7, 2021.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive \$30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

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Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Special City Council Meeting

09/01/2021

5:30 PM

Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-08-21, issued on June 11, 2021, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, Councilmember's Becker, Jain, Park and Vice Mayor Chahal call for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on September 1, 2021, at 5:30 PM for a Special Meeting to be held virtually, to consider the following matter(s) and to potentially take action with respect to them.

5:30 PM CLOSED SESSION

Call to Order

Mayor Gillmor called the Special Meeting to order at 5:33 PM.

Pledge of Allegiance and Statement of Values

Council recited the Pledge of Allegiance.

Councilmember Hardy recited the Statement of Values.

Assistant City Clerk Pimentel recited the Behavioral Standards

Roll Call

Present: 7 - Councilmember Kathy Watanabe, Vice Mayor Raj Chahal, Councilmember Karen Hardy, Councilmember Kevin Park, Councilmember Suds Jain, Councilmember Anthony Becker, and Mayor Lisa M. Gillmor

Public Comment

Public Speaker(s): Thomas Stout	Voter
Brian Doyle	Carolyn McAllister
Benjamin Cooley	Camela Algieri
Jeff Houston	Debbie
Bob O'Keefe	Frances Cabral (E-Mail)
Debbie Tryforos (E-Mail)	Teresa O'Neill (E-Mail)
Nancy Biagini (E-Mail)	Lee Broughman (E-Mail)
Ana Segovia (E-Mail)	Lia Mukhar (E-Mail)
Linda Zazzara (E-Mail)	Eric Chu (E-Mail)
Howard Meyers (E-Mail)	Romeo Jr. and Helen Narciso (E-Mail)
Frank Giamocelli (E-Mail)	Kevin Krave (E-Mail)
Kirk Vartan (E-Mail)	J. Byron Fleck (E-Mail)
Mike Walke (E-Mail)	Maureen Barney (E-Mail)
Jim Narveson (E-Mail)	Gary Meegan (E-Mail)
Nancy Steemle (E-Mail)	Martha Sherman (E-Mail)
Craig Larsen (E-Mail)	Patty Atherton (E-Mail)
Clara Cruz (E-Mail)	Carolyn Schulte (E-Mail)
Silvia Walsh (E-Mail)	Public Speaker (E-Mail)
Robert Hernandez (E-Mail)	Burt Field (E-Mail)
Dan Melinger (E-Mail)	Marie Zigon (E-Mail)
Matt Heintz (E-Mail)	Robert Freitas (E-Mail)
Denise Olenak (E-Mail)	Brendan Croom (E-Mail)
Rich Saunders (E-Mail)	Ron Zea (E-Mail)
Kirsten Vogel (eComment)	S.C. CA (eComment)
Jerie Campi (eComment)	Susan Hinton (eComment)

[21-1209](#)

Public Employee Discipline/Dismissal/Release (Government Code § 54954, subd.(e))

Convene to Closed Session

Council convened to Closed Session.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Mayor Gillmor reported that the Council deliberated and voted to terminate **City Attorney Brian Doyle** for no cause.

Vote 5-2

Ayes: Vice Mayor Chahal, Councilmember Jain, Councilmember Park, Councilmember Hardy, Councilmember Becker

Noes: Councilmember Watanabe and Mayor Gillmor

PUBLIC PRESENTATIONS

Nancy Biagini expressed comments of concern regarding the dismissal of **City Attorney Doyle**.

Kirk Vartan expressed comments of concern regarding the dismissal of **City Attorney Doyle**.

Lee Broughman expressed comments of concern regarding the dismissal of **City Attorney Doyle**.

Camela Algieri expressed comments of concern regarding the dismissal of **City Attorney Doyle**.

Thomas Stout (Brian Doyle Attorney) requested clarification on effective date of the termination of **City Attorney Doyle**.

Debbie expressed comments of concern regarding the dismissal of **City Attorney Doyle**.

Voter expressed comments regarding the dismissal of **City Attorney Doyle** and the San Francisco 49ers.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

None.

ADJOURNMENT

The meeting was adjourned at 6:55 PM.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adjourn the meeting.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

The next regular scheduled meeting is on Tuesday evening, September 7, 2021.

MEETING DISCLOSURES

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LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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City of Santa Clara

Draft

Meeting Minutes

Council and Authorities Concurrent Meeting

Santa Clara Stadium Authority

09/07/2021

4:30 PM

Virtual Meeting
Closed Session 4:30 PM
Open Session 6:00 PM

Pursuant to the provisions of California Governor's Executive Order N-08-21, issued on June 11, 2021, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/99706759306>
- Meeting ID: 997-0675-9306 or
- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

4:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor/Chairperson Gillmor called the meeting to order at 4:32 PM.

Roll Call

Present: 7 - Council/Boardmember Kathy Watanabe, Vice Mayor/Chair Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Anthony Becker, and Mayor/Chair Lisa M. Gillmor

Public Comment

None.

1. [21-5232](#) Public Employee Appointment (Government Code Section 54954, subd. (e))
Title: Interim City Attorney

Convene to Closed Session

Council/Board convened to Closed Session at 4:33 PM.

6:00 PM JOINT COUNCIL/STADIUM AUTHORITY REGULAR MEETING

Pledge of Allegiance and Statement of Values

Council recited the Pledge of Allegiance.

Mayor Gillmor recited the Statement of Values.

Assistant City Clerk Pimentel recited the AB23 Announcement and the Statement of Behavioral Standards.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Mayor Gillmor noted that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

- 2.A [21-1071](#) Presentation by Santa Clara Relay for Life

Jonathan Oh (Santa Clara Relay for Life Leadership Team) and **Stacey Souza (Santa Clara Relay for Life Event Coach)** gave a PowerPoint Presentation on the Santa Clara Relay for Life.

Council expressed gratitude for the event and committed to having a Councilmember Team for 2021.

2.B [21-1113](#) Proclamation Commemorating the Twentieth Anniversary of the Terrorist Attacks of September 11, 2001

Mayor Gillmor proclaimed September 11, 2001 commemorating the Twentieth Anniversary of the Terrorist Attacks of September 11, 2001.

Seven active and retired **City of Santa Clara Firefighters** are taking part in the Bay to Brooklyn bike ride to honor the lives lost on September 11, 2001. They left the Santa Clara Fire Department Training Center on August 1st and will reach New York City on September 9th in time for commemoration events.

Mayor Gillmor asked for a Moment of Silence.

Retired City of Santa Clara firefighter Darrell Sales, Sr. and Frank Walsh expressed comments regarding the experience of riding from the Bay to Brooklyn.

Council expressed comments of gratitude of **City of Santa Clara Firefighters** and the impact of September 11, 2001.

Mayor Gillmor noted that the public is invited to September 11, 2001 Remembrance Ceremony on Saturday, September 11, 2021 at 6:59 AM at City Hall.

2.C [21-1121](#) Proclaim National Hispanic Heritage Month, September 15, 2021 through October 15, 2021

Mayor Gillmor proclaimed September 15, 2021 - October 15, 2021 as National Hispanic Heritage Month.

Councilmember Hardy expressed comments of gratitude to the Hispanic community for their contributions to the City of Santa Clara (in Spanish).

CONSENT CALENDAR

A motion was made by Vice Mayor Chahal, seconded by Councilmember Hardy, to approve the balance of the Consent Calendar (except Items 3.C, 3.G, 3.H, and 3.J).

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

- 3.A [21-819](#) Action on the Meeting Minutes of May 4, 2021 Council & Authorities Concurrent and Special Stadium Authority/Public Facilities Financing Corporation, May 24, 2021 Special City Council, May 25, 2021 Council and Authorities Concurrent & Special Stadium Authority/Successor Agency to the City of Santa Clara Redevelopment Agency, and May 27, 2021 Special City Council

Recommendation: Approve the Meeting Minutes of:
May 4, 2021 Council & Authorities Concurrent and Special Stadium Authority/Public Facilities Financing Corporation
May 24, 2021 Special City Council
May 25, 2021 Council and Authorities Concurrent & Special Stadium Authority/Successor Agency to the City of Santa Clara Redevelopment Agency
May 27, 2021 Special City Council

A motion was made by Vice Mayor Chahal seconded by Councilmember Hardy, to approve staff recommendation.

- 3.B [21-17](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Senior Advisory Commission - July 26, 2021
Bicycle & Pedestrian Advisory Committee - June 28, 2021 Planning Commission - July 12, 2021

A motion was made by Vice Mayor Chahal seconded by Councilmember Hardy, to approve staff recommendation.

- 3.D [21-1134](#) Action on the Appropriation of Funds from the Silicon Valley Central Chamber of Commerce and Related Budget Amendment

Recommendation: Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the FY 2021/22 budget amendment in the General Fund to recognize and appropriate revenue in the amount of \$330,000 to the City Manager's Office operating budget (**five affirmative Council votes required to appropriate additional revenue**).

A motion was made by Vice Mayor Chahal seconded by Councilmember Hardy, to approve staff recommendation.

3.E [21-1079](#) Action on a Purchase Order with Syserco, Inc. for Heating, Ventilation, and Air Conditioning Environmental Control Systems

- Recommendation:**
1. Authorize the City Manager to execute a Purchase Order with Syserco, Inc. for HVAC preventative maintenance and as-needed repairs of Alerton control systems, for an initial one-year term beginning on or about September 7, 2021 and ending on September 30, 2022 for a maximum compensation not-to-exceed \$37,137, subject to the appropriation of funds;
 2. Authorize the City Manager to amend the Purchase Order to increase maximum compensation at the same unit pricing, in the event actual repairs exceed the forecasted amounts; and
 3. Authorize the City Manager to exercise up to four one-year options to extend the term of the Purchase Order after the initial term, ending on September 30, 2026 assuming all options are exercised and subject to the appropriation of funds.

A motion was made by Vice Mayor Chahal seconded by Councilmember Hardy, to approve staff recommendation.

- 3.F [21-1199](#) Action on Amendment No. 2 to the Agreement with Moore Iacofano Goltsman, Inc. (MIG) for preparation of the Freedom Circle Focus Area Plan, Amendment No. 2 to Reimbursement Agreement with Freedom Circle Venture, LLC, and Related Budget Amendment (Deferred from August 24, 2021)

- Recommendation:**
1. Consistent with City Charter Section 1305 , “At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,” approve the FY 2021/22 budget amendment in the Prefunded Plan Review Fund to recognize developer contributions in the amount of \$66,000 and establish an appropriation for the Freedom Circle Focus Area Plan in the amount of \$66,000 (five affirmative council votes required to appropriate additional revenue);
 2. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Moore Iacofano Goltsman (MIG) for professional services to prepare the Freedom Circle Focus Area Plan and related Environmental Review documents by increasing the amount of the agreement by \$66,000 and extending the term of the agreement through December 31, 2022, for a revised not-to-exceed maximum compensation of \$751,635, subject to the appropriation of funds; and
 3. Authorize the City Manager to execute Amendment No. 2 to the Reimbursement Agreement with Freedom Circle Venture LLC.

A motion was made by Vice Mayor Chahal seconded by Councilmember Hardy, to approve staff recommendation.

- 3.I [21-1172](#) Action on City Positions on Proposed League of California Cities' 2021 Annual Conference Resolutions

Recommendation:

1. Approve a "Take No Action" position for the proposed Cal Cities 2021 Annual Conference Resolution calling on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Brady Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction, and authorize the City's voting delegate/alternates to cast a vote consistent with the City Council's adopted position; and
2. Approve a "Support" position for the proposed Cal Cities' 2021 Annual Conference Resolution calling upon the Governor and the Legislature to work with the League of California Cities and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues, and authorize the City's voting delegate/alternates to cast a vote consistent with the City Council's adopted position.

A motion was made by Vice Mayor Chahal seconded by Councilmember Hardy, to approve staff recommendation.

- 3.K [21-898](#) Action on the City Plaza Park Gazebo Enhancement Schematic Design Option B and Introduction of an Ordinance Approving the City Plaza Park Schematic Design Update in Accordance with City Charter Section 714.1

Recommendation:

1. Introduce an ordinance to approve the City Plaza Park Gazebo Enhancement Schematic Design Option B; and
2. Update the City Plaza Park Site Plan to include additional concrete activity area and related project improvements.

A motion was made by Vice Mayor Chahal seconded by Councilmember Hardy, to pass to print Ordinance No. 2032, approving the City Plaza Park Gazebo Enhancement Schematic Design Option B, update with additional concrete activity area in accordance with City Charter Section 714.1.

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

- 4.A [21-1074](#) Action on Stadium Authority Bills and Claims for the Month of June 2021

Recommendation: Approve the list of Stadium Authority Bills and Claims for June 2021.

A motion was made by Vice Chair Chahal, seconded by Boardmember Hardy, to approve staff recommendation.

4.B Request from Stadium Manager to Execute an Agreement with Unique Venues for Non-NFL Catered Events Marketing

1. [21-11820](#) Request from Stadium Manager to Execute an Agreement with Unique Venues for Non-NFL Catered Events Marketing
2. [21-11830](#) Report from the Stadium Authority Regarding Stadium Manager's Request to Execute an Agreement with Unique Venues for Non-NFL Catered Events Marketing

Recommendation: Approve the Stadium Manager's request to execute an agreement with Unique Venues in the amount of \$1,995 to implement a Non-NFL catered events email campaign, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

A motion was made by Vice Chair Chahal, seconded by Boardmember Hardy, to approve staff recommendation.

4.C Request from the Stadium Manager to Approve Budget Amendment for CapEx Project (Levi's Signage Repairs) and Execute Amendment to Agreements with Bear Electrical Solutions, Inc. for Electrical Maintenance and Repair Services

1. [21-12030](#) Request from the Stadium Manager to Approve Budget Amendment for Levi's Signage Repairs CapEx Project and Execute Amendment to Agreement with Bear Electrical Solutions, Inc. for Electrical Maintenance and Repair Services

2. [21-1204](#) Report from the Stadium Authority Regarding Stadium Manager's Request to Approve Budget Amendment for Levi's Signage Repairs CapEx Project and Execute Amendment to Agreement with Bear Electrical Solutions, Inc. for Electrical Maintenance and Repair Services

Recommendation:

1. Require that the Work Order be updated to require the cost estimate being provided by the Contractor (Bear Electrical) include details such as, but not limited to, breakdown of costs related to equipment, supplies, and labor related to the project;
2. Approve a budget amendment of \$250,000 to the Stadium Authority FY 2021/22 CapEx Budget for the Levi's Signage Repairs project; and
3. Approve the Stadium Manager's request to execute an amendment to the agreement with Bear Electrical Solutions, Inc. to increase the not to exceed amount from \$250,000 to \$500,000 for the first year of the agreement term to cover the cost of the interim repairs (for a total not to exceed amount of \$1 million over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

A motion was made by Vice Chair Chahal, seconded by Boardmember Hardy, to approve staff recommendation.

- 2.C [21-1121](#) **Proclaim National Hispanic Heritage Month, September 15, 2021 through October 15, 2021**

Task Force on Diversity, Equity, and Inclusion member Dianna Zamora-Marroquin accepted the Proclamation for National Hispanic Heritage Month.

Vice Mayor Chahal expressed comments of gratitude of the diverse contributions to the community.

City Manager Santana expressed comments of gratitude for the representation of diverse employees at the City of Santa Clara.

Councilmember Park expressed comments of gratitude for **Member Zamora-Marroquin** for her contributions on the Task Force on Diversity, Equity, and Inclusion and **Councilmember Hardy** for her comments in Spanish.

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

3.C [21-962](#) Action on the Santa Clara Convention Center FY 2020/21 4th Quarter Financial Status Report

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 4th Quarter ending June 30, 2021, as submitted by Spectra.

Councilmember Jain pulled this item for clarification on the forecasted revenues and asked how the enterprise reserve fund is built.

Council comments followed.

City Manager Santana and **Assistant City Manager Shikada** addressed **Council** questions.

Council comments followed.

A motion was made by Councilmember Watanabe, seconded by Councilmember Hardy, to note and file the Santa Clara Convention Center Financial Status Report for the 4th Quarter ending June 30, 2021, as submitted by Spectra.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

3.G [21-530](#)

Action on Amendment No. 2 to the Agreement for Design Services with Bellecci & Associates, Inc. and associated budget amendment for the Loyalton and Benicia Properties.

Recommendation:

1. Authorize the City Manager to execute Amendment No. 2 to the Agreement for Design Services with Bellecci & Associates, Inc. for engineering design services for the demolition buildings at the City's properties located at remote facilities in Benicia and Loyalton, California, to increase the maximum compensation from \$116,021 to \$356,021;
2. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds; and
3. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the following FY 2021/22 budget amendment: In the Electric Utility Operating Fund, increase the Electric Utility Department budget by \$290,000 and reduce the unrestricted ending fund balance by \$290,000 (**five affirmative Council votes required for the use of unused balances**).

Councilmember Jain pulled this item for clarification on condition and status of selling the Loyalton Property.

Council comments and questions followed.

Chief Electric Utilities Officer Pineda addressed **Council** questions.

Council comments followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, (1) authorize the City Manager to execute Amendment No. 2 to the Agreement for Design Services with Bellecci & Associates, Inc. for engineering design services for the demolition buildings at the City's property located at remote facilities in Benicia, California; (2) authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds; and (3) consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or

supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,” approve the following FY 2021/22 budget amendment: In the Electric Utility Operating Fund, increase the Electric Utility Department budget by \$290,000 and reduce the unrestricted ending fund balance by \$290,000 (five affirmative Council votes required for the use of unused balances).

Aye: 5 - Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Becker

Nay: 2 - Councilmember Watanabe and Mayor Gillmor

3.H [21-1143](#) Action on Amendment No. 4 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium

Recommendation: 1. Authorize the City Manager to execute Amendment No. 4 with Wilson, Ihrig & Associates to extend the term of the Agreement by 18 months ending on March 30, 2023, and increase maximum compensation by \$100,000 for a total not to exceed amount of \$349,840, subject to Santa Clara Stadium Authority Board appropriation of funds; and
2. Authorize the City Manager to execute additional amendments to extend the term of the Agreement for as long as the noise monitoring system is operable, and increase maximum compensation as required to fund the extension(s), subject to the Santa Clara Stadium Authority Board appropriation of funds.

Councilmember Jain pulled this item and expressed concern with the reports received from this Wilson, Ihrig & Associates and the costs of renting the equipment.

Council comments and questions followed.

Director of Community Development Crabtree addressed **Council** questions.

Public Speaker(s): Voter
Lee

Council comments followed.

City Manager Santana and **Director of Community of Development Crabtree** addressed **Council** comments and questions.

A motion was made by Councilmember Watanabe, seconded by Mayor Gillmor, to (1) authorize the City Manager to execute Amendment No. 4 with Wilson, Ihrig & Associates to extend the term of the Agreement by 6 months ending on March 30, 2022, and increase maximum compensation by \$100,000 for a total not to exceed amount of \$349,840, subject to Santa Clara Stadium Authority Board appropriation of funds; (2) authorize the City Manager to execute additional amendments to extend the term of the Agreement for as long as the noise monitoring system is operable, and increase maximum compensation as required to fund the extension(s), subject to the Santa Clara Stadium Authority Board appropriation of funds; and (3) direct staff to return with a proposal with the cost benefit of owning versus leasing equipment, the cost analysis for monitoring the noise; and quality the of analysis reporting.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

- 3.J [21-1002](#) Actions to Approve Various Modifications to Existing Classified Classifications and Adopt a Resolution Approving and Adopting the Revised Classified Salary Plan, and Add a Management Analyst Position Previously Approved in the Stadium Authority's Budget

- Recommendation:**
1. Approve revisions to various class specifications including, making the Human Resources Technician (Job Code 508) and Senior Human Resources Technician (Job Code 747) flexibility staffed, retitling Water Resources Specialist (Job Code 907; formerly Water Resources Planner), and merging the Assistant Water Superintendent (Job Code 229) and Assistant Sanitary Sewer Superintendent (Job Code 235) classifications into one classification titled Assistant Water and Sanitary Sewer Superintendent (Job Code 229) and deletion of Assistant Sanitary Sewer Superintendent (Job Code 235);
 2. Adopt a Resolution to approve the revised classified salary plan to satisfy the requirements of California Code of Regulations Section 570.5; and
 3. Approve the addition of 1.0 FTE Management Analyst in the City Manager's Office.

Councilmember Becker pulled this item for clarification.

City Manager Santana addressed **Council** questions.

Public Speaker(s): Voter

A motion was made by Councilmember Hardy, seconded by Councilmember Watanabe, (1) approve revisions to various class specifications including, making the Human Resources Technician (Job Code 508) and Senior Human Resources Technician (Job Code 747) flexibility staffed, retitling Water Resources Specialist (JobCode 907; formerly Water Resources Planner), and merging the Assistant Water Superintendent (Job Code 229) and Assistant Sanitary Sewer Superintendent (Job Code 235) classifications into one classification titled Assistant Water and Sanitary Sewer Superintendent (Job Code 229) and deletion of Assistant Sanitary Sewer Superintendent (Job Code 235); (2) adopt Resolution No. 21-8999 to approve the revised classified salary plan to satisfy the requirements of California Code of Regulations Section 570.5; and (3) approve the addition of 1.0 FTE Management Analyst in the City Manager's Office.

Aye: 5 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Nay: 2 - Councilmember Park and Councilmember Becker

Mayor Gillmor called for a recess at 8:30 PM and reconvened the meeting at 8:49 PM.

PUBLIC HEARING/GENERAL BUSINESS

5. [21-1799](#) Consideration of Silicon Valley Power Quarterly Strategic Plan Update (Deferred from July 13, 2021)

Recommendation: Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

Chief Electric Utilities Officer Pineda gave a PowerPoint Presentation on the SVP Quarterly Strategic Plan update.

Council comments and questions followed.

Chief Electric Utilities Officer Pineda and **Senior Electric Division Manager Hughes** addressed **Council** comments and questions.

Public Speaker(s): Lee

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to note and file the Silicon Valley Power Quarterly Strategic Plan Update.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

6. [21-990](#) Action on a Rezone from Planned Development (PD) to Planned Developed (PD) of the property located at 190 N. Winchester Boulevard

Recommendation: There is no staff recommendation on the application to rezone the project site from PD to PD to modify the project by removing the restricted occupancy requirement from senior households age 55 years and older in order to allow occupancy for residents of all ages.

Assistant Community Development Director Brilliot gave a PowerPoint Presentation.

Eric Morely (Principal, The Morely Bros.), Tippy Lambert (Vice President, USA Properties), and Steven Gall (Senior Vice President - Acquisitons, USA Properties) gave a PowerPoint Presentation on behalf of the applicant USA Properties.

Council comments and questions followed.

Councilmember Jain, Councilmember Becker, Vice Mayor Chahal and Councilmember Park disclosed that they each individually met with the applicant.

Assistant Community Development Director Brilliot, Eric Morely, Tippy Lambert, and Steven Gall addressed **Council** questions and comments.

Public Speaker(s): Lee
#2937
Voter
Bill Snyder
Nan Merz
Kirk Vartan (E-Mail)

Eric Morely and Steven Gall addressed public comments.

Council comments and questions followed.

Eric Morely and Tippy Lambert addressed **Council** questions.

Council comments followed.

A motion was made by **Councilmember Becker** to adopt a resolution to deny a rezone from Planned Development (PD) to Planned Development (PD) of the property located at 190 N. Winchester Boulevard.

Motion failed due to a lack of second.

Assistant City Attorney Reuter addressed **Council** questions.

Council comments followed.

Assistant City Attorney Reuter addressed **Council** questions.

Steven Hall addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to adopt Resolution No. 21-9000 to approve a rezone from Planned Development (PD) to Planned Development (PD) of the property located at 190 N. Winchester Boulevard with 2 conditions: (1) 15% affordability at 100% AMI and (2) security gate to be added to the property.

Aye: 4 - Councilmember Watanabe, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Nay: 3 - Vice Mayor Chahal, Councilmember Park, and Councilmember Becker

Mayor Gillmor called for a recess at 10:52 PM and reconvened the meeting at 10:57 PM.

7. [21-1153](#) Action on a Written Petition (Council Policy 030) submitted by David Donaldson on August 14, 2021 to add an Agenda Item to a future Council Agenda to Consider Placing a Ballot Measure on the 2022 Ballot for Charter Amendments calling for the voters to consider (1) Establishing Mayor and City Council positions as full-time and with an annual salary of \$96,000 and \$80,000, respectively, plus commensurate benefits and COLA adjustments and (2) Campaign Reform actions relative to donations from Santa Clara businesses and residents, City matching funds for donations, funding caps, and disclosures of funding raising activities.

Recommendation: Staff makes no recommendation.

Written Petitioner David Donaldson provided a verbal report on his written petition to consider placing a Ballot Measure on the 2022 Ballot for Charter Amendments calling for the voters to consider (1) Establishing Mayor and City Council positions as full-time and with an annual salary of \$96,000 and \$80,000, respectively, plus commensurate benefits and COLA adjustments and (2) Campaign Reform actions relative to donations from Santa Clara businesses and residents, City matching funds for donations, funding caps, and disclosures of funding raising activities.

Council comments followed.

Councilmember Becker noted the Written Petitioner approached him regarding this request and directed him to submit a Council Policy 030 Written Petition.

Councilmember Jain noted he discussed the request with petitioner.

Assistant City Attorney Reuter noted that the annual salary for **Council/Mayor** has been delegated by the voters to the Salary Setting Commission.

Public Speaker(s): Craig Dunkerley
Rob Means
Jake Tonkel
Bob O'Keefe

Council comments and questions followed.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to agendize the written petition request to a future date for discussion on considering the Council/Mayor as full-time positions without the salary component and direct staff to return with comparisons with other cities.

Aye: 4 - Vice Mayor Chahal, Councilmember Park, Councilmember Jain, and Councilmember Becker

Nay: 3 - Councilmember Watanabe, Councilmember Hardy, and Mayor Gillmor

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Councilmember Hardy noted that she was requested to serve on the Policy Making Board for BAWSCA (Bay Area Water Supply & Conservation Agency) and hopes that it will lead to the City of Santa Clara having a permanent position on the Board.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

[21-1180](#)

Update on City Council and Stadium Authority Staff Referrals

[21-2247](#)

Tentative Meeting Agenda Calendar (TMAC)

ADJOURNMENT

The meeting was adjourned at 11:37 PM.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adjourn the meeting.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

The next regular scheduled meeting is on Tuesday evening, September 28, 2021.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive \$30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Special Meeting Minutes

Joint City Council, Planning Commission, &

Downtown Community Task Force Meeting

09/08/2021

4:00 PM

Virtual Meeting
 Joint Council, Downtown Task Force, and
 Planning Commission Meeting

Pursuant to the provisions of California Governor's Executive Order N-08-21, issued on June 11, 2021, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/99706759306>
- Meeting ID: 997-0675-9306 or
- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

4:00 PM JOINT SPECIAL MEETING: CITY COUNCIL, PLANNING COMMISSION, AND DOWNTOWN COMMUNITY TASK FORCE

Call to Order

Mayor Gillmor called the Special meeting to order at 4:09 PM.

Pledge of Allegiance and Statement of Values

Council, Planning Commission and Downtown Community Task Force recited the Pledge of Allegiance.

Councilmember Hardy recited the Statement of Values.

Assistant City Clerk Pimentel recited the Statement of Behavioral Standards.

Roll Call

City Council

Present: 7 - Councilmember Kathy Watanabe, Vice Mayor Raj Chahal, Councilmember Karen Hardy, Councilmember Kevin Park, Councilmember Suds Jain, Councilmember Anthony Becker, and Mayor Lisa M. Gillmor

Planning Commission

Present: 6 - Chair Nancy A. Biagini, Vice Chair Priya Cherukuru, Commissioner Ricci Herro, Commissioner Qian Huang, Commissioner Yuki Ikezi, and Commissioner Lance Saleme

Absent: 1 - Commissioner Yashraj Bhatnagar

Downtown Community Task Force

Present: 8 - Member Adam Thompson, Member Dan Ondrasek, Member Rob Mayer, Member Debra von Huene, Member Ana Vargas-Smith, Member Butch Coyne, Member Atisha Varshney, and Member Chan Thai

Absent: 1 - Member Mathew Reed

STUDY SESSION

[21-1244](#)

Joint Study Session with the City Council, Planning Commission and Downtown Community Task Force (DCTF) on Form Based Zoning Codes.

Recommendation: There is no staff recommendation.

David Sargent (President, Sargent Town Planning, Inc.) gave a PowerPoint Presentation on Form Base Codes.

Council, Planning Commission and Downtown Community Task Force Member comments and questions followed.

David Sargent addressed **Council, Planning Commission and Downtown Community Task Force Member** questions and comments.

David Sargent (President, Sargent Town Planning, Inc.) continued his PowerPoint Presentation on Form Base Codes.

Public Speaker(s): Jonathan Evans

Skip Pearson

Sal Caruso

David Sargent addressed public comments and questions.

Mayor Gillmor recused herself from this portion of the Study Session (Discussion on Downtown) due to a potential conflict of interest as her business resides in Downtown Santa Clara (Franklin Mall).

Councilmember Jain recused himself from this portion of the Study Session at due to a potential conflict of interest as he owns property near Downtown Santa Clara.

Vice Mayor Chahal presided over the remaining portion of the study session and called for a break at 6:05 PM.

Vice Mayor Chahal reconvened the meeting at 6:12 PM.

David Sargent continued with PowerPoint Presentation on the vision on remaking Downtown Santa Clara.

Council, Planning Commission, and Downtown Task Force Member's comments and questions followed.

David Sargent addressed **Council, Planning Commission and Downtown Community Task Force Member** questions and comments.

Public Speaker(s): Mary Grizzle
Sal Caruso
Skip Pearson

David Sargent addressed public comments and questions.

PUBLIC PRESENTATION

Atisha Varshney expressed gratitude to the Old Quad, Downtown Community Task Force, and Santa Clara Parade of Champions for winning an APA Award.

Debbie expressed comments of gratitude for the presentation and requested information on what would be the draw to get the public to the Santa Clara Downtown.

Mary Grizzle expressed concern regarding **Mayor Gillmor** and **Councilmember Jain** not being able to participate in a Study Session since no decision was being made.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 8:07 PM.

A motion was made by Councilmember Becker, seconded by Planning Commissioner Biagini, to adjourn the meeting.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive \$30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



Agenda Report

21-931

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on the City of Santa Clara Audited Annual Comprehensive Financial Report (ACFR) and Audited Silicon Valley Power (SVP) Financial Statements for Fiscal Year Ended June 30, 2021, as Recommended by the City Council Audit Committee

COUNCIL PILLARS

Enhance Community Engagement and Transparency
Promote Sustainability and Environmental Protection

BACKGROUND

On November 30, 2021, the Audit Committee took action to accept the City of Santa Clara Audited Annual Comprehensive Financial Report and Silicon Valley Power Financial Statements for Fiscal Year Ended June 30, 2021 and referred the reports for note and file to the full Council at the December 14, 2021 Council and Authorities Concurrent meeting.

The annual financial audit is a City Charter requirement per Section 1319. The ACFR presents the audited financial information of the City in accordance with Generally Accepted Accounting Principles (GAAP) applicable to governments and provides the City Council valuable information for financial oversight, as well as providing information to creditors and the residents of Santa Clara.

The separate audited annual financial report for the Electric Utility is presented to make available additional information and disclosure relevant to the electric industry. The unmodified opinions from the auditor enhance the reputation of the Utility, and its adherence to GAAP applicable to governmental entities.

DISCUSSION

The annual financial audit of the City was recently completed and the City's external auditor, Maze & Associates, issued an unmodified ("clean") opinion on the City's Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2021. The ACFR includes an extensive discussion and presentation of the financial data of the City and its related agencies in accordance with GAAP applicable to governmental entities. The ACFR also includes selected multi-year statistical information about the City. In addition, the City issued a separate, audited comparative financial statement report for the Electric Utility dba Silicon Valley Power (SVP) for fiscal year ended June 30, 2021.

City Finance staff prepares the financial statements and Maze & Associates audits the financial information contained within. Part of the audit is to determine whether City staff have the appropriate skills, knowledge, and expertise to prepare the ACFR in accordance with GAAP and other reporting requirements. Based on Maze and Associates determination, the City's Finance staff has the

necessary skills, knowledge, and expertise and compiles high quality reports.

Overall, the City's financial condition was solid at the end of the fiscal year despite the COVID-19 impacts in fiscal year 2020-21. Key financial highlights for fiscal year June 30, 2021 are as follows:

- The assets of the City, as a whole, exceeded its liabilities by \$2 billion in fiscal year 2020-21.
- The City's total net position increased by \$33 million primarily includes a \$38 million decrease in the governmental activities and a \$71 million increase in business activities.
- At the close of fiscal year 2020-21, the General Fund had assets of \$205 million and a fund balance of \$178 million. This represents a decrease in fund balance of \$41 million, or 18.7% from prior fiscal year. The decrease was due to revenue loss from sales tax and transient occupancy tax related to the impacts of COVID-19 and a \$30 million net transfer to the governmental capital projects and COVID-19 related activities.
- The City's total outstanding long-term debt decreased by \$42 million during the current fiscal year primarily due to the repayment of Stadium Authority debt.
- The City's Net Pension Liability at June 30, 2021 is \$599 million. The City is a member of the California Public Employees Retirement System (CalPERS), which is a public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. The unfunded portion is on a fixed amortization schedule through CalPERS and would be satisfied by fiscal year 2046-47, if the current CalPERS assumptions hold true. This liability will be revised over time, based on actual CalPERS performance.

City staff and Maze & Associates met with the City Council Audit Committee on November 30, 2021. Present were Committee members Watanabe, Jain and Park. During the Committee meeting, Maze & Associates gave a presentation about the audit process and scope of work, as well as the auditor's opinion. The Director of Finance and staff gave an overview of the financial reports and responded to Committee member questions. The Audit Committee accepted the ACFR and SVP Financial Statements presented at the Committee meeting and recommended that the City Council note and file the reports at the December 14, 2021 Council meeting.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The staff and the external auditor costs associated with the audit and financial reports production are included in the annual appropriations.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Note and file, as recommended by the City Council Audit Committee:

1. The audited City of Santa Clara Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2021; and
2. The audited City of Santa Clara Electric Utility Enterprise Fund (Silicon Valley Power) Financial Statements for fiscal year ended June 30, 2021.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Report to Audit Committee #21-1518
2. Annual Comprehensive Financial Report (ACFR)
3. Silicon Valley Power (SVP) Financial Statements



Agenda Report

21-1518

Agenda Date: 11/30/2021

REPORT TO AUDIT COMMITTEE

SUBJECT

Overview of the Draft City of Santa Clara Audited Annual Comprehensive Financial Report (ACFR) and Audited Silicon Valley Power (SVP) Financial Statements for Fiscal Year Ended June 30, 2021

BACKGROUND

City Charter Section 1319 requires that an independent certified public accountant (CPA) audit the City's records and accounts on an annual basis. In compliance with the Charter, the City engaged the audit firm of Maze and Associates to perform an independent audit of the City's financial statements.

The ACFR and SVP financial statements present the audited financial information of the City in accordance with Generally Accepted Accounting Principles (GAAP) applicable to government entities. The statements provide the Audit Committee and City Council valuable information for financial oversight as well as providing information to the citizens of Santa Clara.

DISCUSSION

The role of the Audit Committee (Committee) is to provide oversight of the City's financial reporting processes, internal controls, and independent auditors. Amy Meyer, Shareholder, from Maze and Associates will present the audit results to the Committee and provide an overview of the audit. This includes the audit report, financial statement disclosures, internal control related matters and other items.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environment Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

Costs associated with the preparation of this report are included in the City's FY 2020/21 Adopted Operating Budget.

PUBLIC CONTACT

Public contact was made by posting the Audit Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Accept the City of Santa Clara Audited Annual Comprehensive Financial Report and Silicon Valley Power Financial Statements for Fiscal Year Ended June 30, 2021 and recommend that the reports are forwarded for note and file to the full Council at the December 14, 2021 Council and Authorities Concurrent meeting.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Annual Comprehensive Financial Report (ACFR)
2. Draft Silicon Valley Power (SVP) Financial Statements
3. Draft Memorandum on Internal Control



City of Santa Clara

The Center of What's Possible

Annual Comprehensive Financial Report

**Fiscal Year Ended
June 30, 2021**

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**ANNUAL COMPREHENSIVE FINANCIAL
REPORT**

FISCAL YEAR ENDED JUNE 30, 2021



**THE
MISSION CITY**

**CITY OF SANTA CLARA, CALIFORNIA
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050-3796**

PREPARED BY DEPARTMENT OF FINANCE

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Introductory Section

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November 30, 2021

The Honorable Mayor and City Council
City of Santa Clara
Santa Clara, CA 95050

Dear Mayor and Members of the City Council:

It is our pleasure to submit for your information the Annual Comprehensive Financial Report (ACFR) of the City of Santa Clara (City) for the fiscal year ended June 30, 2021. The City compiles and prepares the annual financial report to provide interested parties with reliable information concerning the financial condition and results of operations for the City.

Responsibility for the accuracy of the data and the fairness of presentation, including all footnotes and disclosures, rests with the City. Management of the City has established a comprehensive internal control framework that is designed to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal control has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Per the City Charter (Section 1319, Independent Audit) the City of Santa Clara's financial statements have been audited by Maze & Associates, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2021 are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Santa Clara's financial statements for the fiscal year ended June 30, 2019 are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City of Santa Clara was part of a broader, federally mandated “Single Audit” designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require that agencies expending more than \$750,000 in federal monies, are required to have the independent auditor report not only on the fair presentation of the financial statements, but also on the audited government’s internal controls and legal requirements involving the administration of federal awards. These reports are available in the City’s separately issued Single Audit Report, scheduled for release in March 2022.

Management has provided a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management’s Discussion and Analysis (MD&A). The letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City’s MD&A can be found immediately following the report of the independent auditors.

This report is divided into three sections:

- The Introductory Section includes this letter of transmittal, an organizational overview of the City government, and prior awards received.
- The Financial Section consists of the independent auditor’s report, Management’s Discussion and Analysis, Basic Financial Statements (which include the Government-Wide Financial Statements, Fund Financial Statements, and Notes to Basic Financial Statements), Required Supplementary Information, and a Supplementary Section containing the Combined and Individual Fund Financial Statements and Schedules.
- The Statistical Section includes a number of tables of unaudited data depicting the financial history of the City, demographics, and other selected information about the City.

PROFILE OF THE CITY OF SANTA CLARA

The City is located in the County of Santa Clara, California, and is approximately 45 miles southeast of San Francisco and three miles west of downtown San Jose. It is situated in the northern part of the County and occupies approximately 19.3 square miles.

The City enjoys a diversified industrial and commercial base. Santa Clara is headquarters to some of the nation's leading electronics, telecommunications, computer, and semiconductor firms. The City is also home to a university, a community college, an adult learning center, a general hospital, a theme park, and a stadium.

The City’s population is estimated at 129,100 indicating the City remains an attractive place both to live and work. The City is one of the most highly desirable areas to live because of the high- quality services it provides to residents and its business friendly environment.

The City of Santa Clara, also known as the Mission City, is a charter city incorporated in 1852 under the laws of the State of California. The City’s powers are exercised through a Council/Manager form of government. The City Council is made up of the Mayor, elected at large, and six councilmembers elected by district serving as the legislative authority. The City Council appoints a City Manager who is responsible for the overall management and administration of the City, a City Attorney to represent and advise the City Council and all City officers in all matters of law pertaining to their offices, and a City Auditor to audit and approve all bills, invoices, payrolls, demands or charges against the City government before payment and, with the advice of the City Attorney, advise the City Council as to the regularity,

legality and correctness of such claims, demands or charges. The Police Chief and the City Clerk are also publicly elected officials.

The City provides a full range of services. These services include police, fire protection and emergency dispatch; electric, water, and sanitary sewer services; the construction and maintenance of streets and infrastructure; parks and recreational activities and cultural events; planning and zoning; library; cemetery; and general administrative and support services.

LOCAL ECONOMY

COVID-19 spurred the abrupt end to the longest economic expansion in U.S. history, impacting communities across the country. In 2020, the nation saw record breaking increases in unemployment and declines in economic activity. These impacts, however, have been uneven, with some sectors significantly negatively impacted, such as leisure and hospitality and retail, and other sectors remaining strong, such as housing. With its reliance on business travel, Santa Clara's hotel activity is expected to take time to recover. From the extremely low starting point in the current fiscal year, strong growth is projected over the next several years with collections hitting the pre-COVID levels in 2026

While the local economy continues its recovery from the COVID-19 pandemic, this has been tempered recently with the Delta-variant, The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 5.2% in June 2021, significantly higher than the pre-COVID-19 level of 2.6% in February 2020, but well below the June 2020 unemployment rate of 10.4%.

At the local level, several of the City's General Fund revenues have been impacted, with the largest declines in the transient occupancy tax, sales tax, and fees for services categories. In response to the economic environment stemming from impacts of the COVID-19 pandemic, the City implemented various cost savings strategies at the end of March 2020. These actions included a hiring freeze in addition to more controls across overtime, as-needed staffing, marketing, travel, and technology and vehicle purchases.

FY 2020/21 saw the full impact of COVID-19 on the local economy. The City took steps to rebalance its budget mid-year through expenditure cuts and use of one-time reserves. Through strong fiscal management efforts, the City has been able to develop proposals that maximize services, maintain our workforce, and suspend expenditures where appropriate due to COVID-19. For FY 2021/22, the City took further action to close a \$29 million deficit, in part through one-time ARPA federal funding totaling \$26 million, use of reserves, and further expenditure and revenue actions.

Looking forward, the City continues to forecast a \$17.6 million ongoing deficit starting in FY 2023/24 in the General Fund. A workplan considering several options to review fees, or generate new revenues are ongoing.

FINANCIAL INFORMATION

Long-term Financial Planning

The City Council has adopted key Council Strategic Pillars to guide long-term policy decisions and address the economic challenges that the City faces. COVID-19 will continue to stress the City's resources but the City also continues to recognize the need to fund reserves and utilize a multi-pronged strategy to ensure ongoing expenditures are in alignment with ongoing revenues. The Council Strategic Pillars are:

- Promote and Enhance Economic, Housing and Transportation Development
- Deliver and Enhance High Quality Efficient Services and Infrastructure
- Enhance Community Sports, Recreational and Arts Assets
- Enhance Community Engagement and Transparency
- Ensure Compliance with Measure J and Manage Levi's Stadium
- Manage Strategically Our Workforce Capacity and Resources
- Promote Sustainability and Environmental Protection

In addition, the City of Santa Clara produces an annual Ten-Year Financial Plan (Plan). The purpose of the Plan is to provide policy-makers and the public an updated assessment of the City's fiscal health that takes into account the latest economic developments. The report includes historical perspective on revenues and expenditures and a ten-year financial outlook beyond the adopted budget year. The value of this type of analysis is to give the City Council, staff, and the public a tool to assist with strategic decision-making as they work to adopt the budget for the coming year. The Plan is a collaborative effort between the City Manager's Office, Finance Department, and City departments. Individual projections of revenues and expenditures are developed based on trend analyses, input from available economic reports, consultant recommendations, and input from other subject matter experts. The most current information available is incorporated into the Plan and refined on a moving forward basis as part of the City's commitment to fiscal responsibility.

The Plan compares ongoing revenues and expenditures. The model assumes shortfalls or surpluses are solved with ongoing solutions in the prior year. To the extent solutions to close the gap, or ongoing dollars are not fully spent in years with surpluses, these figures would carry over to the next fiscal year. It does not factor in one-time funding sources or items funded on a pay-as-you-go method with one-time sources.

The Plan does not include the following:

- One-time funding sources and one-time expenditure needs;
- The cost to address unmet/deferred capital infrastructure needs;
- Revenue and staffing impacts of development projects; and
- Additional contributions to Reserves (Budget Stabilization Reserve, Capital Projects Reserve, Pension Reserve).

Historically, the City has funded many of capital infrastructure and equipment needs with one-time funds on a pay-as-you-go basis. The use of one-time funds as the funding mechanism for capital improvements and various equipment that rely on the General Fund creates challenges. The lack of sufficient one-time funding has resulted in a backlog of unmet/deferred infrastructure needs. Staff will continue to evaluate potential options to create capacity to address those funding needs.

In addition to the elements described above that are not factored into the Forecast, the City has identified various factors that could have potential positive or negative impacts on the Forecast. These include:

- More robust economic recovery following the COVID-19 vaccinations;
- Less economic recovery as a result of worsening COVID-19 impacts due to variants and vaccine hesitancy;
- Future economic slowdown/recession;
- The re-assessment of non-residential properties for property tax purposes;
- State/federal legislative changes and legal challenges;
- Labor costs outside the budget assumptions;
- CalPERS actuarial changes or reform actions;
- Unanticipated critical capital/infrastructure needs; and
- Maintenance impacts and timing of development projects.

In January 2021, the Administration prepared the Plan for discussion at the Council Priority Setting Session. At that time, the Plan showed a substantial General Fund shortfall of \$41.7 million in FY 2021/22 as a result of COVID-19 impacts on City revenues, with improvement in the remaining years of the Forecast. The projected shortfall of \$41.7 million was equivalent to 14.8% of forecasted expenditures, while the surpluses in the out years of \$1.5 million to \$5.5 million were relatively small, ranging from 0.5% to 1.9% of expenditures annually.

Since the development of the Plan in January 2021, staff continued to refine the revenue estimates and the expenditure budget. The Phase 1 budget reductions (\$12.7 million) as well as other net zero adjustments result in an improvement to the estimated budget deficit in FY 2021/22. With the Council approval of Phase 1 in March 2021, and with continued revision, the shortfall was revised downwards from \$41.7 million to \$29 million. The revised shortfall of \$29 million is equivalent to 11.2% of General Fund expenditures in FY 2021/22, while the small surpluses of \$1.3 million to \$4.2 million in the remaining years range from 0.5% to 1.5% of expenditures. The FY 2021/22 and FY 2022/23 Adopted Operating Budget solved this deficit with new revenues, expenditure reductions, the use of one-time federal stimulus funding, and reserves. Because the ongoing deficit was solved using partial reserves, an ongoing revised deficit of \$17.6 million is forecasted starting in FY 2023/24.

The plan is to address the shortfall with a combination of the following:

- Ongoing expenditure reductions
- One-time savings from cost control measures
- Potential ballot measures and other revenue generating actions
- Potential labor negotiations

With the pandemic, economic conditions have worsened in a very short period of time and many economists are now projecting one of the worst recessions in generations. It is difficult to fully know the ongoing impact at this time. We believe the shortfall could be worse and is directly connected to the duration and magnitude of the shelter-in-place, as well as how re-opening the local economy is implemented over time.

Internal Controls

The management of the City is responsible for establishing and maintaining internal controls designed to ensure that the assets of the City are protected from loss, theft or misuse, and that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles (GAAP). Internal controls are designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the evaluation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the stated framework. City management believes the City's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary Controls

As part of the City's internal controls, it maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annually appropriated budget approved by the City Council. Activities of the majority of the City funds are included in the budget. In addition, a two-year Capital Improvement Project Budget is adopted and a Ten-Year Financial Plan is updated and presented to the City Council annually. The legal level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is at the department level, or the fund level if there are no departments in a fund. The City Manager may transfer appropriations from one program to another within the same fund and the object category of a department without approval from the City Council. All other transfers or additional revenue received must be approved by the City Council if needed to fund additional expenditures. The City also maintains an encumbrance accounting system as one technique for accomplishing budgetary control. Encumbrances outstanding at year-end are included within the specific fund balance category of the underlying resource.

Independent Audit

The City Charter and State of California statutes require the City to have an annual audit by an independent certified public accountant. The City goes to the market with a formal Request for Proposal for audit services every five years. The accounting firm of Maze & Associates, Certified Public Accountants, was selected by the City Council in 2012, and again in 2017, and is in the tenth year as the City's independent auditor. In addition to meeting the requirements set forth in City Charter and State statutes, the audit is designed to meet the requirements of the federal Single Audit Act of 1984, as amended in 1996 and by the recent Uniform Guidance. The auditors' report on the basic financial statements and the supplementary combining statements and schedules are included in the financial section of this report. The auditors' reports related specifically to the single audit are included in a separately issued single audit document on file with the City Clerk's Office.

MAJOR INITIATIVES

Investments in City Council Priorities

Heading into FY 2020-21, many initiatives that aligned with City Council priorities were planned and approved by the Council. However, it should be noted that these priorities were developed to prioritize investments during a time of economic growth. While many of these priorities are important to our community, our focus has quickly shifted to maintaining essential services that our residents currently receive and in the context of recovering from a global pandemic and economic crisis. No doubt, our priorities and strategies must pivot from a growth strategy to maintaining service level strategy and recovering from COVID-19. As such, and given the magnitude and challenges of the budget deficits,

these priorities have been put on hold by staff while we have refocused on essential services related to COVID-19. The City has already implemented numerous strategies, as previously described, to generate savings to tackle the deficits. These include a hiring freeze across the organization; reducing marketing, reduced technology, travel and training expenditures; reviewing our current purchase orders, encumbrances and, carryover projects. While these measures will help generate savings, we know that additional measures that threaten the service levels currently funded will be needed to budget gap. Ongoing work on future revenue initiatives continues which include evaluation of our cost recovery fees, and focusing our operations as we recover from COVID-19.

Development Projects

Prior to the COVID-19 pandemic, more than \$3 billion in new development projects were on the horizon for Santa Clara in the next few years, with the likelihood of more to come. There are many residential and commercial projects in various stages of planning. While these projects are underway, it is important to note that changes due to COVID-19 may be required as we continue to learn about the long-term impacts related to community gatherings, engagement, and regulations. These projects are both sensitive to new community requirements and an economic downturn: therefore, flexibility will be required. Below are highlights of a few of the larger projects:

Related Santa Clara Project

The Related Santa Clara Project is envisioned to be an approximately 240-acre, multi-phased urban city development located in the heart of the Silicon Valley. The project will create a new center of activity for the community and region, providing significant mixed-use development, retail offerings, office buildings, hotel rooms, and rental residential dwellings at an urban scale, as well as accessible outdoor spaces and new infrastructure to support the development.

Downtown Master Plan

The City of Santa Clara is in the process of planning for the revitalization of our Downtown by developing a Precise Plan that will provide guidance for new development within a portion of the Downtown Focus Area. Following an initial community engagement effort, three land use scenarios/conceptual plans have been developed. Additional review and testing of the land use/design options, a larger context study to understand compatibility and competition from other large development projects, and an El Camino Real intersection study to understand multi modal connectivity from regional transit to downtown will be performed. This work will focus on market feasibility, retail strategy and connectivity.

Electric Vehicle (EV) Charging

A project added in FY2019/20, SVP's EV Charging infrastructure will support the City's conversion to clean energy and prepare for future installations in accordance with California standards. This project will expand new EV charging stations throughout the City over the next five years.

Community Park North- Phase I

Per the Developer Agreement, a 34.9-acre parcel, formerly part of the City's golf course, will be developed into Santa Clara's second community park. This project is funded from a Developer Contribution in the amount \$5 million, of which \$500,000 is for design and engineering and \$4.5 million for construction of Phase I improvements. Phase I will include community outreach, schematic design and design development, and program planning. Phase I improvements will be determined after the community outreach process.

Freedom Circle Mixed Use Project

This project proposes a General Plan Amendment and Re-zoning to Planned Development to construct a mixed-use development project on a 16.6 acre site within the Freedom Circle specific plan area, that consists of 1,018 residential units, 606,968 square feet of office space, 18,653 square feet of commercial space and 2.5 acres of publicly accessible open space, including bicycle and pedestrian connections to the San Tomas Aquino Creek Trail.

Benton Street Mixed Use Project

Developed by Prometheus, this project currently under construction consists of up to 355 apartment units including eight live-work units, 650 parking spaces, 1,601 square feet of leasing office space, 346 square feet pet spa area, 1,528 square feet of bike amenity space, an amenity roof deck with 4,341 square feet of club room and a fitness center, three private courtyards and a public courtyard facing The Alameda. The project includes approximately 22,000 square feet of retail space and potentially an additional 2,364 square feet of commercial space within 8 live-work units.

Kyllii Mixed Use Development Project

This project is in review for a General Plan amendment for a nine-parcel property to amend the designation from High-Intensity Office/Research to a newly established mixed-use designation allowing a high-intensity mix of office, commercial, and residential uses. The proposed amendment could support future development on the property. Potential development area includes 3.5 million square feet of office and 6,000 housing units.

FINANCIAL POLICIES

The City of Santa Clara has adopted a comprehensive set of financial policies. These policies address items such as budget, cash management, interfund loans, investments, reserves, and debt management. The City Council reviews and approves budgetary policies as part of the annual budget process. Investment and debt policy statements are reviewed and approved by the City Council under separate cover.

AWARDS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement in Excellence in Financial Reporting to the City of Santa Clara for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2020. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports and is valid for a period of one year only. The City has received this prestigious award for the past twenty-ninth consecutive years.

To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Programs' requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

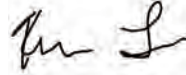
ACKNOWLEDGEMENTS

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the Finance Department. We wish to thank all City departments for their assistance in providing the data necessary to prepare this report. Credit and thanks are also due to the Mayor and City Councilmembers for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Santa Clara's finances.

Respectfully submitted,



Deanna J. Santana
City Manager



Kenn Lee
Director of Finance

ROSTER OF COUNCIL AND COMMISSION MEMBERS

CITY COUNCIL

Mayor	Lisa M. Gillmor
Councilmember District 1	Kathleen Watanabe
Councilmember District 2	Raj Chahal
Councilmember District 3	Karen Hardy
Councilmember District 4	Kevin Park
Councilmember District 5	Sudhanshu Jain
Councilmember District 6	Anthony J. Becker

BOARD OF LIBRARY TRUSTEES

Leonne Broughman, Jan Hintermeister, Stephen Ricossa, Debbie Tryforos, Jonathan Evans

CULTURAL COMMISSION

Candida A. Diaz, Debra von Huene, Jonathan Marinaro, Louis Samara, Teresa Sulcer, Paul McNamara, Jennifer G. Vega

HOUSING REHABILITATION LOAN COMMITTEE

Darius Brown, Carmen Pascual

PLANNING COMMISSION

Nancy A. Biagini, Yuki Ikezi, Ricci Herro, Qian Huang, Lance Saleme, Priya Cherukuru, Yashraj Bhatnagar

SENIOR ADVISORY COMMISSION

Wanda Buck, Grant L. McCauley, Nancy Toledo, Helen E. Narciso, Judy Hubbard, Ana Segovia, Alex Mackenzie

CIVIL SERVICE COMMISSION

Tahir Naim, Willie D. Brown Jr., John Casey, Franklin J. Felizardo, Carolyn G. McAllister,

HISTORICAL AND LANDMARKS COMMISSION

Kathleen Romano, Michael Celso, Amy Kirby, Megan Swartzwelder, Stephen Estes, Patricia Leung, J.L. "Spike" Standifer, Sajid Hai, Ana Vargas-Smith

PARKS AND RECREATION COMMISSION

Burt Field, Andrew Knaack, Kelly Gonzalez, Joe Martinez, Dana Caldwell, -House, Eversley Forte,

SALARY SETTING COMMISSION

Eric Chu, Marjorie Banko, MV Kumar, John Sontag, Ram Misra

YOUTH COMMISSION

Aarav Gupta, Ahmad Ismail, Jasmine Kelley-Tanti, Khadeejah Khan, Adrienne Krivokapic-Zhou, Colin Lim, Kayla Phan, Rajvi Khanjan Schroff, Riya Mehta, Palak Parikh, Smrithi Suresh, Natasha Yen, Kavya Sriram, Amy Zuo, Sarah Zuo

EXECUTIVE MANAGEMENT TEAM

CITY MANAGER

Deanna J. Santana

CITY ATTORNEY

Brian Doyle

CITY AUDITOR

Vacant

CITY CLERK

Hosam Haggag

CHIEF OPERATING OFFICER

Nadine Nader

ASSISTANT CITY MANAGER

Ruth Shikada

CHIEF OF POLICE

Pat Nikolai

ASSISTANT CITY MANAGER

Cynthia Bojorquez

DIRECTOR OF HUMAN RESOURCES

Aracely Azevedo

FIRE CHIEF

Ruben Torres

DIRECTOR OF PARKS & RECREATION

James F. Teixeira

DIRECTOR OF FINANCE

Kenn Lee

CITY LIBRARIAN

Vacant

DIRECTOR OF INFORMATION TECHNOLOGY

Gaurav Garg

DIRECTOR OF WATER AND SEWER UTILITIES

Gary Welling

CHIEF ELECTRIC UTILITY OFFICER

Manuel Pineda

DIRECTOR OF COMMUNITY DEVELOPMENT

Andrew Crabtree

DIRECTOR OF PUBLIC WORKS

Craig Mobeck



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Santa Clara
California**

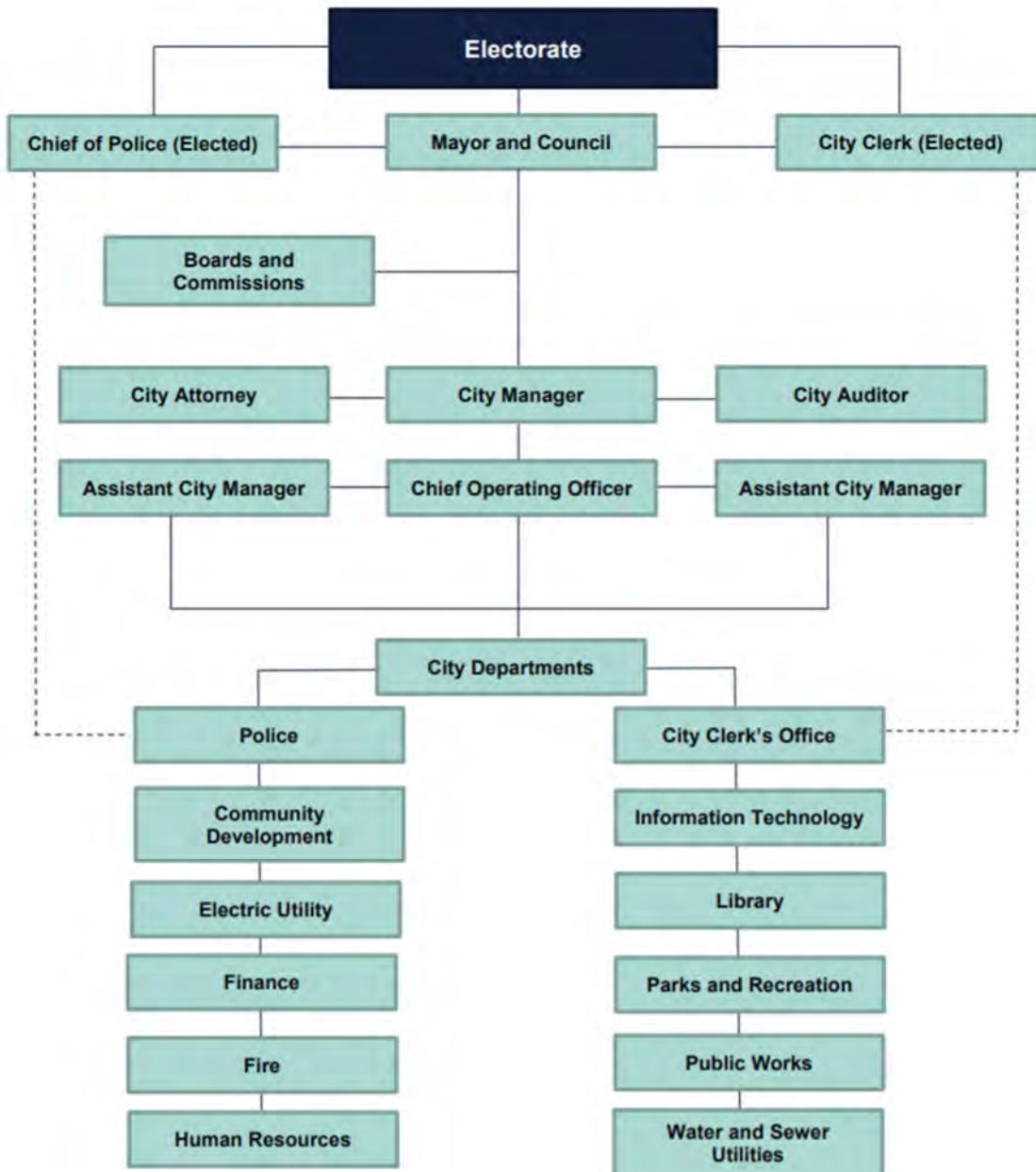
For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2020

Christopher P. Morill

Executive Director/CEO

CITY ORGANIZATION CHART





Financial Section

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council
City of Santa Clara, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Santa Clara, California, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents. We did not audit the component unit financial statements of the Santa Clara Stadium Authority (Stadium Authority), as of and for the year ended March 31, 2021, which is both a major fund and 32.7%, 5.6%, and 6.3% of the assets, net position and revenues, respectively, of the business-type activities.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. The financial statements of the Stadium Authority were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Stadium Authority, is based solely on the report of other auditors. We also did not audit the financial statements of Northern California Power Agency (NCPA), Transmission Agency of Northern California (TANC) and San Jose-Santa Clara Regional Wastewater Facility and Clean Water Financing Authority (SJSC) as of and for the year ended June 30, 2021, related to the calculation of the Investments in Joint Ventures. The Investment in these Joint Ventures collectively represents 8.9%, 16.3% and 0.2%, respectively, of total assets, net position and revenues of the business-type activities. The financial statements of the NCPA, TANC and SJSC were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the calculation of the Investments in Joint Ventures, is based solely on the reports of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Changes in Accounting Principles

Management adopted the provisions of Governmental Accounting Standards Board Statement No. 84 – *Fiduciary Activities*, which became effective during the year ended June 30, 2021 and required the restatement of beginning fund balance and net position as discussed in Note 18E to the financial statements. As part of the implementation, the OPEB Plan Trust Fund is no longer reported in the financial statements and the Statement established the new fund type, Custodial Funds, and eliminated the fund type of Agency Funds.

Management also early-adopted the provisions of Governmental Accounting Standards Board Statement No. 98 - *The Annual Comprehensive Financial Report* for the year ended June 30, 2021, which establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments.

The emphasis of these matters does not constitute a modification to our opinions.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other Required Supplementary Information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, Supplemental Information, and Statistical Section listed in the Table of Contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Supplemental Information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplemental Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory and Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



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MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis (MD&A) of the City of Santa Clara's (City) Annual Comprehensive Financial Report provides an overview of the City's financial activities for the fiscal year ended June 30, 2021. The intent of this discussion and analysis is to look at the City's financial performance. Readers should review the discussion and analysis in conjunction with the basic financial statements, as well as the notes to the financial statements to enhance their understanding of the City's financial performance.

FINANCIAL HIGHLIGHTS

Financial highlights for fiscal year June 30, 2021 are as follows:

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources by \$2.0 billion in fiscal year 2020-21. Of this amount, \$(190) million represents unrestricted net position, a decrease of \$47 million from fiscal year 2019-20. The deficit is comprised of a negative balance of \$290 million for governmental activities and a positive balance of \$100 million for business-type activities. The negative position in governmental activities is primarily due to the net pension liability of \$464 million and the net Other Post Employment Benefits (OPEB) liability of \$20 million as of June 30, 2021.
- The City's total net position that increased by \$33 million includes a \$38 million decrease in governmental activities primarily from the COVID-19 impact and \$71 million increase in business-type activities mainly from the rate increases and lower operating costs in Electric Utility.
- The net pension liability increased by \$45 million or 8.1% during fiscal year 2020-21 to \$599 million from \$554 million. The changes were mainly due to the decrease in investment earnings. Deferred outflows of resources related to pensions are \$96 million at June 30, 2021, an increase of \$5 million from prior year. Deferred inflows of resources related to pensions are \$1 million at June 30, 2021, a decrease of \$10 million from prior fiscal year. The decrease resulted from changes of assumptions, differences between expected and actual experience, and net the difference between projected and actual earnings on the pension plan investments. More details on the net pension liability are included in Note 13.
- The net OPEB liability decreased by \$2 million or 5.3% during fiscal year 2020-21 to \$36 million at June 30, 2021 from \$38 million in fiscal year 2019-20. More details on the net OPEB liability are included in Note 16.
- The City's total liabilities, excluding net pension liability, and net OPEB liability, increased by \$4 million to \$1,101 million at June 30, 2021.
- As of June 30, 2021, the City's governmental funds reported combined fund balances of \$317 million, a decrease of \$36 million from the prior year. At June 30, 2021, \$91 million is in the unassigned fund balance and available for spending at the City's discretion.
- At the close of fiscal year 2020-21, the General Fund had assets of \$205 million and a fund balance of \$178 million. This represents a decrease in fund balance of \$41 million, or 18.7% from prior fiscal year. The decrease was due to reduced sales tax and transient occupancy tax revenue related to the economic impacts of COVID-19 and the \$30 million net transfer to the governmental capital projects and special COVID-19 related activities. Of the total fund balance, \$138 million was unrestricted (the total of committed, assigned, and unassigned components of fund balance).

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

- In November 2012, the Santa Clara Stadium Authority (Stadium Authority) elected to adjust its fiscal year to April 1 through March 31 to conform with the fiscal year of Stadium Funding Trust (FinanceCo). This report covers the twelve month period from April 1, 2020 through March 31, 2021. As of March 31, 2021, buildings, infrastructure and land improvements equaled \$826 million and the assets of the Stadium Authority exceeded its liabilities by \$78 million.
- The City's total outstanding long-term debt decreased by \$42 million during the current fiscal year primarily due to the repayment of Stadium Authority debt.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the City as a whole. This report consists of six parts – introductory section, financial/MD&A section, basic financial statements, required supplementary information, supplementary information, and statistical section.

The basic financial statements include two types of statements that present different views of the City:

- The *Government-wide Financial Statements* provide both long-term and short-term information about the City's overall financial status.
- The *Fund Financial Statements* focus on individual parts of the government, reporting the City's operations in more detail than the government-wide statements.

Government-wide Financial Statements

Government-wide statements report information about the City as a whole using accounting methods similar to those used by private-sector companies. They include the Statement of Net Position and the Statement of Activities.

The Statement of Net Position presents information on all of the government's assets, deferred outflows of resources, liabilities and deferred inflows of resources. Over time, increases or decreases in the City's net position may serve as an indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities provides information about the City's revenues and expenses, regardless of the timing of related cash flows. The Statement of Activities explains in detail the change in net position for the fiscal year.

The Government-wide Financial Statements are divided into two categories:

- *Governmental Activities*—all of the City's basic services are governmental activities. Included in basic services are the City Council, City Manager, City Clerk, City Attorney, Information Technology, Human Resources, Finance, Parks and Recreation, Library, Planning and Inspection, Public Works, Police, and Fire. These services are principally supported by taxes and intergovernmental revenues.
- *Business-Type Activities*—unlike governmental services, these services are intended to recover all or a significant portion of their costs through user fees and charges. All the City's enterprise activities are reported as business-type activities, including the Major funds (Electric, Water,

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Sewer, Water Recycling utilities, and Stadium Authority) and Non-Major funds (Solid Waste, Cemetery, Santa Clara Golf & Tennis Club, Santa Clara Convention Center, and Sports and Open Space Authority).

The City is the primary government in this report. These financial statements include four entities that, although legally separate, are important because they are blended component units of the City. These component units are the Santa Clara Stadium Authority, City of Santa Clara Sports and Open Space Authority, the Santa Clara Housing Authority, and the City of Santa Clara Public Facilities Financing Corporation. These component units have been included as an integral part of the City (that is, they have been "blended" with those of the City) and they are not reported as separate discrete component units in these financial statements.

Fund Financial Statements

The Fund Financial Statements provide detailed information about each of the City's most significant funds, called major funds. Each major fund is presented individually, with all non-major funds combined in a single column on each fund statement. The non-major fund statements are presented in the Supplementary Information section of this report. Major funds present the primary activities of the City for the year and may change from year to year as a result of changes in the pattern of the City's activities. All the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds: Most of the City's basic services are included in Governmental Funds which focus on how money flows into and out of these funds and the balance left at fiscal year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental funds statements provide a detailed short-term view of the City's general governmental operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because the focus of governmental funds is narrower than that of the Government-wide Financial Statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Proprietary Funds: Enterprise and Internal Service Fund Financial Statements are prepared on the full accrual basis of accounting, similar to that used by private sector companies. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Revenues, Expenses, and Changes in Net Position. The City's Proprietary Funds are the same as the business-type activities reported in the Government-wide Statements but provide more detail and additional information, such as cash flows.

Since the City's Internal Service Funds provide goods and services only to the City's governmental and business-type activities, their activities are only reported at the fund level. Internal Service Funds cannot be considered major funds because their revenues are derived from other City funds. Revenues between funds are eliminated in the Government-wide Financial Statements and any related profits or losses are

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

returned to the activities in which they were created, along with any residual net position of the Internal Service Funds.

Fiduciary Funds: Fiduciary Funds are prepared on the full accrual basis, similar to the Proprietary Funds. The City has three types of Fiduciary Funds: the Custodial Funds (which includes Employee Supplemental Funds, Special Assessments, and Custodial Deposits), the Other Post Employment Benefit (OPEB) Plan Trust Fund and the Private Purpose Trust Funds (which includes the Charitable Trust and Successor Agency). The City's fiduciary activities are reported separately in the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position. These activities are excluded from the City's Financial Statements because the City cannot use these assets to finance its own operations.

Notes to the Financial Statements

The notes provide additional information that is necessary to acquire a full understanding of the data provided in the Government-wide and Fund Financial Statements. The Notes to the Financial Statements follow the basic financial statements.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information. This information includes budgetary comparison schedules and the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees. Required supplementary information can be found immediately following the Notes to the Financial Statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS ANALYSIS

Citywide Financial Statements

This section focuses on the City's net position and changes in net position of its governmental and business-type activities for the fiscal year ending June 30, 2021. As noted earlier, the City's total assets and deferred outflows of resources exceed total liabilities and deferred inflows of resources by \$2.0 billion at the end of the fiscal year, an increase in net position of \$33 million.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Table 1
Governmental And Business-Type Net Position
(in millions)

	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Cash and investments	\$ 346	\$ 344	\$ 702	\$ 644	\$ 1,048	\$ 988
Other assets	144	145	364	365	508	510
Capital assets	640	628	1,445	1,438	2,085	2,066
Total Assets	1,130	1,117	2,511	2,447	3,641	3,564
Deferred outflows from refunding	-	-	7	8	7	8
Deferred outflows OPEB related	1	-	1	-	2	-
Deferred outflows pension related	76	73	20	18	96	91
Total Deferred Outflows of Resources	77	73	28	26	105	99
Long-term debt outstanding	14	16	482	521	496	537
Net OPEB liability	20	21	16	17	36	38
Net pension liability	464	428	135	126	599	554
Other liabilities	93	63	512	497	605	560
Total Liabilities	591	528	1,145	1,161	1,736	1,689
Deferred inflows on derivative instruments	-	-	13	1	13	1
Deferred inflows from refunding	-	-	2	2	2	2
Deferred inflows OPEB related	3	3	3	2	6	5
Deferred inflows pension related	1	9	-	2	1	11
Total Deferred Inflows of Resources	4	12	18	7	22	19
Net investment in capital assets	626	613	1,042	975	1,668	1,588
Restricted	276	261	234	249	510	510
Unrestricted	(290)	(224)	100	81	(190)	(143)
Total Net Position	\$ 612	\$ 650	\$ 1,376	\$ 1,305	\$ 1,988	\$ 1,955

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The largest portion of the City's net position, \$1.7 billion (84%), is its investment in capital assets (e.g., land, infrastructure, buildings, machinery and equipment), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide services to its residents and other stakeholders. Accordingly, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, the resources needed to repay this debt must be provided from other sources because the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the City's net position of \$510 million (26%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$(190) million (-10%) is unrestricted and is negative due to the City's net pension and OPEB liabilities.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position except for the Workers' Compensation Insurance Claims Internal Service Fund, Special Liability Insurance Claims Internal Service Fund, Cemetery Enterprise Fund, and Solid Waste Enterprise Fund.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Table 2
Governmental and Business-Type Changes in Net Position
(in millions)

	Governmental		Business-Type		Total	
	Activities		Activities		2021	2020
	2021	2020	2021	2020	2021	2020
Revenues:						
Program revenues:						
Charges for services	\$ 33	\$ 41	\$ 666	\$ 763	\$ 699	\$ 804
Operating grants and contributions	17	9	-	-	17	9
Capital grants and contributions	12	30	3	4	15	34
General revenues:						
Taxes:						
Sales	56	55	-	-	56	55
Ad valorem property	68	65	-	-	68	65
Transient occupancy	3	16	-	-	3	16
Other	6	6	-	-	6	6
Contribution in lieu of taxes	25	23	-	-	25	23
Investment earnings	6	9	14	17	20	26
Net increase (decrease) in fair value of investments	(5)	7	(6)	11	(11)	18
Equity in income (losses) of joint ventures	-	-	1	-	1	-
Rents and royalties	10	9	-	-	10	9
Other	25	22	-	-	25	22
Total revenues	<u>256</u>	<u>292</u>	<u>678</u>	<u>795</u>	<u>934</u>	<u>1,087</u>
Expenses:						
General Administration	34	27	-	-	34	27
City Clerk	1	1	-	-	1	1
City Attorney	2	2	-	-	2	2
Human Resources	2	3	-	-	2	3
Finance	10	10	-	-	10	10
Public Works	42	46	-	-	42	46
Parks and Recreation	20	27	-	-	20	27
Public Safety:						
Police	88	89	-	-	88	89
Fire	71	68	-	-	71	68
Planning and Inspection	16	16	-	-	16	16
Library	11	14	-	-	11	14
Interest on long-term debt	-	1	-	-	-	1
Utilities:						
Electric	-	-	456	453	455	453
Water	-	-	45	43	45	43
Sewer	-	-	30	29	30	29
Water Recycling	-	-	6	6	6	6
Solid Waste	-	-	30	26	30	26
Cemetery	-	-	1	2	1	2
Santa Clara Golf and Tennis Club	-	-	-	2	-	2
Santa Clara Convention Center	-	-	5	17	5	17
Santa Clara Stadium Authority	-	-	41	80	41	80
Total expenses	<u>297</u>	<u>304</u>	<u>613</u>	<u>658</u>	<u>910</u>	<u>962</u>
Increase(decrease) in net position before transfers	(41)	(12)	65	137	24	125
Transfers in (out)	(6)	2	6	(2)	-	-
Increase (decrease) in net position	(47)	(10)	71	135	24	125
Change in accounting principal	9	-	-	-	9	-
Net position - July 1, as restated	650	660	1,305	1,170	1,955	1,830
Net position - June 30	<u>\$ 612</u>	<u>\$ 650</u>	<u>\$ 1,376</u>	<u>\$ 1,305</u>	<u>\$ 1,988</u>	<u>\$ 1,955</u>

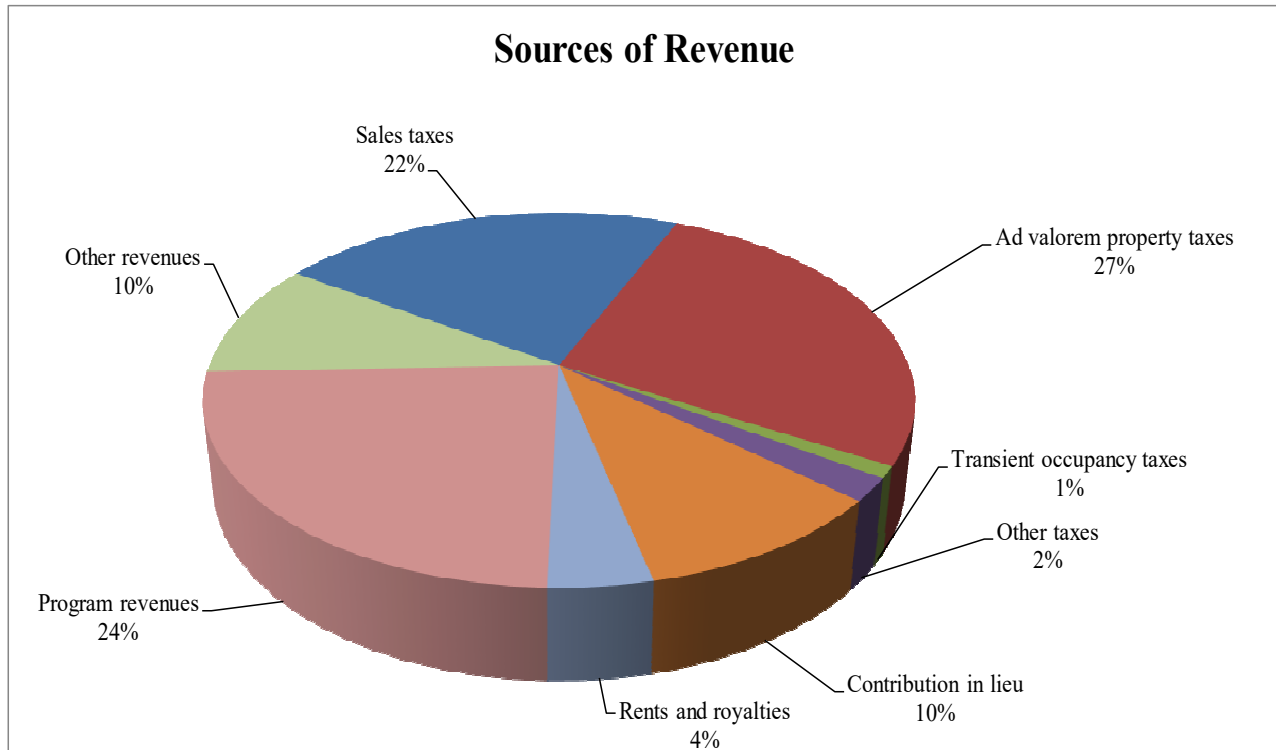
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Governmental Activities - governmental activities decreased the City's net position by \$38 million. This is primarily due to a decline in the transient occupancy tax revenues, charges for services, and developer contribution from the COVID-19 impacts.

Business-type Activities - business-type activities increased the City's net position by \$71 million. This is primarily due to an increase of \$75 million in the Electric Utility as a result of operating activities and increased in the wholesale resources activities.

Governmental Activities

The chart below presents revenues by source for Governmental Activities. General revenues are composed of taxes and other revenues not specifically generated by, or restricted to, individual activities. All tax revenues and investment earnings are included in general revenues.



MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

The following analysis presents a comparison of fiscal year 2020-21 and fiscal year 2019-20 by the total cost and net cost of each of the City’s largest programs. Net cost is defined as total program cost less the revenues generated by those specific activities. It is common to see Governmental Activities as net cost generators, wherein costs of governmental activities are greater than the revenues they generate.

**Table 3
Governmental Activities
(in millions)**

	Total Cost of Services		Net Cost of Services	
	2021	2020	2021	2020
General Administration	\$ 34	\$ 27	\$ 26	\$ 16
City Clerk	1	1	1	1
City Attorney	2	2	2	2
Human Resources	2	3	2	3
Finance	10	10	10	10
Public Works	42	46	15	5
Parks and Recreation	20	27	19	26
Public Safety:				
Police	88	89	86	87
Fire	71	68	63	60
Planning and Inspection	16	16	(1)	-
Library	11	14	11	14
Interest on long-term debt	-	1	-	1
Totals	\$ 297	\$ 304	\$ 234	\$ 225

In fiscal year 2020-21, total cost of services decreased \$7 million and net cost increased \$9 million. The total cost of services in General Administration were \$34 million, up \$7 million from fiscal year 2019-20, and the net total cost of services in the General Administration were \$26 million, an increase of \$10 million from the prior fiscal year. The increase in the General Administration net cost of services is due primarily to \$11.6 million and \$4.1 million loan disbursements from the Housing Successor Fund and General Fund, respectively, to the developer of the Agrihood project development.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Business-type Activities

The following analysis provides the total costs and net costs of each of the City's enterprise funds. Net cost is defined as total program cost less the revenues generated by each enterprise fund.

Table 4
Business-Type Activities
(in millions)

	Total Cost of Services		Net Cost of Services	
	2021	2020	2021	2020
Utilities:				
Electric	\$ 456	\$ 453	\$ (72)	\$ (55)
Water	45	43	(7)	(8)
Sewer	30	29	14	(42)
Water Recycling	6	6	-	-
Solid Waste	30	26	3	(1)
Cemetery	1	2	1	1
Santa Clara Golf and Tennis Club	-	2	-	1
Santa Clara Convention Center	5	17	3	2
Santa Clara Stadium Authority	41	80	2	(8)
Totals	\$ 614	\$ 658	\$ (56)	\$ (110)

The City's business-type total cost of services decreased \$44 million and net cost of services increased by \$54 million in the fiscal year 2020-21. The net cost of services for the Electric Utility were (\$72) million, a decrease of \$17 million from the prior year. This net cost decrease can mainly be attributed to more State legislative requirement related sales. The net cost of services in the Sewer Utility Fund increased \$56 million mainly due to the equity decrease in the joint project with city of San Jose. The total cost of services in the Santa Clara Stadium Authority Fund decreased \$39 million and the net cost of services increased \$10 million from prior year as a result of canceled events or events with zero attendance due to COVID-19 impacts.

FUND FINANCIAL STATEMENTS

Financial Analysis of Governmental Funds

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

At June 30, 2021, the City's governmental funds reported a combined fund balance of \$317 million, a decrease of \$36 million or 10.2% in comparison with the prior fiscal year. Approximately 28.6% or \$91 million constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is either nonspendable, restricted, committed, or assigned to indicate that it is 1) not in spendable form, \$14 million, 2) restricted for particular purposes, \$114 million, 3) committed for particular purposes, \$91 million, or 4) assigned for particular purposes, \$7 million.

Governmental fund revenues were \$260 million, a decrease of \$23 million, or 8.1%, from \$283 million in the prior year. Most of this decrease is attributed to a \$13 million decrease in the transient occupancy tax and a \$6 million decrease in the charge for services, and a \$11 million decrease in the fair value of the investment compared to the prior year.

Governmental fund expenditures were \$298 million, an increase of \$15 million or 5.3% from the prior year. The increase is primarily attributable to the Housing Successor and General Fund \$15.7 million loan disbursement to the developer on the Agrihood project development.

The City was previously the fee owner of the property located at 1834 Worthington Circle/90 N. Winchester. At closing in June 2021, the Developer acquired the market-rate and mixed-income parcels at a value of \$15.7 million, which was determined by the City's total cost of acquisition. Upon payment of the property purchase price and satisfaction of the City's Conditions Precedent to Closing, the City conveyed the parcels to the Developer and also committed a loan of \$15.7 million back to the senior affordable housing project.

General Fund

Revenues

The City's General Fund revenues totaled \$226 million in fiscal year 2020-21, a decrease of \$26 million or 10.4% from the prior fiscal year.

Sales tax accounts for approximately 24.9% of direct General Fund revenues. Sales tax revenue increased \$1 million from the prior year with the roll out of mass vaccinations and the lifting of pandemic-related restrictions. However, sales tax revenue was still \$9 million lower than the pre-pandemic.

Property tax is the largest revenue source for the City's General Fund revenues for fiscal year 2020-21 were \$69 million, an increase of \$3 million or 5% from the prior year. The increase is a result of growth in the assessed valuation on secured properties and the value of new construction projects being added to the tax roll.

Transient occupancy taxes (TOT) were \$3 million in fiscal year 2020-21, \$13 million or 81.3% lower than fiscal year 2019-20. Due to the COVID-19 safety restrictions, TOT plummeted at the end of fiscal year 2019-20 and through fiscal year 2020-21.

Licenses, permits, fines and penalties revenues were \$12.5 million in fiscal year 2020-21 compared with \$11.5 million in fiscal year 2019-20. The decrease is due to slight growth in the construction activity and related building permit fees.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Intergovernmental revenues were \$3 million in fiscal year 2020-21 compared to \$6 million in the previous year. The decrease is due to a one-time \$5 million Santana West settlement the City received from the city of San Jose, net of a \$1.8 million increase in the fire mutual aid reimbursements.

Charges for services totaled \$36 million in fiscal year 2020-21 compared to \$42 million in the prior fiscal year, a decrease of 14.3%. This decrease is largely attributed to a reduction in services provided due to the COVID-19 impact.

Contributions in-lieu of taxes were approximately \$25 million in fiscal year 2020-21, a \$2 million increase from the prior fiscal year. The increase is due to an increase in the consumption and retail rate.

Interest and rent revenues were \$15 million in fiscal year 2020-21, a \$1 million decrease from the prior fiscal year due to the lower interest rates and cash balances.

Expenditures

General Fund expenditures totaled \$237 million for fiscal year 2020-21, the same as the prior fiscal year. This amount excludes encumbrances and re-appropriations.

Salaries and benefits expenditures were \$184 million in fiscal year 2020-21 compared with \$185 million in fiscal year 2019-20.

Other operating expenditures, including materials, services, and supplies, internal service fund charges and minor capital outlays, were \$53 million in fiscal year 2020-21, an increase of \$1 million from the prior fiscal year. The increase is primarily due to a \$4 million construction loan disbursement to the Agrihood project developer, partially offset by decreases in material, service, and suppliers.

The uses of the other financing sources for fiscal year 2020-21 were \$30 million, a \$5 million increase from the prior year due to the write-off of advances to the Santa Clara Golf and Tennis Club.

MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

Fund Balance

As of June 30, 2021, total fund balance in the General Fund was \$178 million, down \$41 million from fiscal year 2019-20. Table 5A shows the breakdown of various components compared with the prior fiscal year.

**Table 5A
General Fund Balance for the Fiscal Year Ended June 30, 2021
(in millions)**

	<u>2021</u>	<u>2020</u>	<u>Net Change</u>
Nonspendable	\$ 14	\$ 24	\$ (10)
Restricted	26	29	(3)
Committed	40	37	3
Assigned	7	6	1
Unassigned	<u>91</u>	<u>123</u>	<u>(32)</u>
 Total General Fund Balance	 <u><u>\$ 178</u></u>	 <u><u>\$ 219</u></u>	 <u><u>\$ (41)</u></u>

General Fund Budgetary Highlights

The City’s budget is a flexible-spending plan, which commits resources to the accomplishment of City Council goals and objectives. During the fiscal year, the City Council took action to amend the adopted General Fund budget. A summary of the budgetary comparison schedule for the General Fund, located in the required supplementary information following the notes to the financial statements, is shown in the following table:

Original Budget Compared to Final Budget

**Table 5B
General Fund Budget for the Fiscal Year Ended June 30, 2021
(in millions)**

	<u>Original Budgeted Amount</u>	<u>Final Budgeted Amount</u>	<u>Net Change</u>
Revenues	\$ 244	\$ 232	\$ (12)
Expenditures	\$ 262	\$ 244	\$ (18)
Other financing sources (uses)	\$ (22)	\$ (27)	\$ (5)

Adjustments to the original budget were based on the following:

- The decrease in budgeted revenues is the phase one of the budget rebalancing action to make up the ongoing budget deficit in the operating budget. The balanced approach was developed with

MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

the goal of limiting impacts to the community to the extent possible while ensuring the City’s fiscal health. The budget action addressed the \$12 million shortfall for fiscal year 2020-21.

- The decrease in budgeted expenditures is primarily due to a \$19 million budget reduction in the budget rebalancing action in March 2021.
- The increase in budgeted Other Financing Uses is due to a \$5 million West Santana Settlement transfer to fund the affordable housing projects and traffic mitigation project in the City.

Final Budget Versus Actual

**Table 5C
General Fund Final Budget Versus Actual for the Fiscal Year Ended June 30, 2021
(in millions)**

	Final Budgeted Amount	Actual Amount	Variance
Revenues	\$ 232	\$ 230	\$ (2)
Expenditures	\$ 244	\$ 233	\$ (11)
Other financing sources (uses)	\$ (27)	\$ (25)	\$ 2

The most significant differences between actual and final budgeted amounts are explained as follows:

- The final budgeted revenues resulted in a \$2 million negative variance mainly due to a \$4 million decrease in the charges for services.
- Actual expenditures were \$11 million lower than the final budget as a result of lower departmental costs. See the General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balances Budget Actual (Non-GAAP Basis) for additional details.

Santa Clara Housing Successor

The Santa Clara Housing Successor (SCHS) Fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the Redevelopment Agency. The activities are governed by Community Redevelopment Law and must be used to provide housing for people with low and moderate incomes.

The SCHS’s revenues were approximately \$1.6 million in fiscal year 2020-21. An increase of \$247 thousand in principal and interest payment is primarily the result of the current year payoff of loans. Revenues received were mostly loan repayments on low income loans. The general expenditures were \$679 thousand excluding the \$11.7 million loans disbursement to the Agrihood project developer, 3% higher than the prior year. Expenditures are for case management services offered to persons experiencing (or at risk of) homelessness and increased administration and labor cost related to developing land held for development of affordable housing and managing and monitoring assets.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Non-Major Governmental Funds

These funds are not presented separately in the Basic Financial statements but are individually presented in the Supplemental Information section of this report.

Financial Analysis of Enterprise Funds

Enterprise Fund net position totaled \$1.4 billion at the end of fiscal year 2020-21, an increase of \$72 million or 5.5% over the prior fiscal year. In fiscal year 2020-21, the City changed the electric renewable energy credit, mandated program, and wholesale activities from non-operating revenue and expenses to the operating revenue and expenses in compliance with the Code of Federal Regulations. As a result, Enterprise Operating Revenues were \$677 million, an increase of \$14 million from last fiscal year. The increase is mainly attributed to a \$56 million reclassification of revenues in the Electric Utility fund and a \$45 million decrease in the Stadium operation due to the COVID-19 impact. Enterprise Fund operating expenses were \$593 million, \$2 million lower than the prior fiscal year. The decrease is primarily attributed to the NFL games being held with zero attendance, zero Non-NFL events, and lower costs in the Electric Utility's wholesale purchases and mandated program disbursement.

The change in the equity in joint venture in fiscal year 2020-21 was a loss of \$27 million, compared to a \$27 million gain in the previous fiscal year. This decrease of \$54 million is mostly due to \$52 million increased equity loss in the San Jose Santa Clara Joint Wastewater Treatment Facility project. Not including the joint venture activity and net change in the fair value of the investment, non-operating expenses in fiscal year 2020-21 were \$19 million, a decrease of \$5 million from the previous fiscal year. This is due to a \$5 million decrease in interest expenses. Non-operating revenues were \$38 million which were only down \$2 million from the previous fiscal year due to lower interest rates excluding the renewable energy credit, wholesale sales, and mandated program revenues.

Electric Utility

This fund accounts for the operation of the City's electric utility services. Retail operating revenues were \$453 million in fiscal year 2020-21 compared with \$434 million in fiscal year 2019-20. The main reason for this increase was due to a 3% rate increase effective February 1, 2021.

Retail operating expenses were \$432 million in fiscal year 2020-21 compared with \$409 million in fiscal year 2019-20, an increase of \$23 million or 5.6%. Operating expenses were higher primarily due to increases in the cost of purchased power of \$22 million.

Revenues of wholesale power operations decreased to \$22 million in the current fiscal year, down from \$25 million in fiscal year 2019-20 as restated. The costs of wholesale power purchases decreased to \$12 million from \$30 million in the prior fiscal year. The decrease in wholesale power purchases and sales in fiscal year 2020-21 was due to the expiration of high priced contracts in December 2020, partially offset by profits from fixed price gas future contracts.

Interest revenues were \$7 million in fiscal year 2020-21, down from \$8 million in fiscal year 2019-20 due primarily to a lower interest rate environment. Interest expense was \$4 million in the current year, which decreased by \$3 million from fiscal year 2019-20. The decrease of interest expenses in fiscal year 2020-21 was from lower interest payments on refunded Electric bonds.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The Electric Utility Fund had a net position of \$915 million at June 30, 2021, an increase of \$74 million from the prior fiscal year. Of this amount, \$464 million was net investment in capital assets, \$7 million was restricted for the pension stabilization fund, and \$444 million was unrestricted. The Electric Utility Fund is a participant in a number of joint ventures including Northern California Power Agency (NCPA), the Transmission Agency of Northern California (TANC), M-S-R Public Power Agency (MSR PPA), and M-S-R Energy Authority (MSR EA).

Water Utility

This fund accounts for the operation of the City's water utility services. Operating revenues were \$51 million for fiscal year 2020-21 which is consistent with the prior fiscal year.

Operating expenses were \$45 million in fiscal year 2020-21, compared to \$43 million in fiscal year 2019-20. The increase is primarily due to a reallocation of the pension cost percentage allocated to the water department in the prior fiscal year which reduced expenditures. The Water Utility Fund's net position at June 30, 2021 increased to \$72 million.

Sewer Utility

This fund accounts for the maintenance of the City's sewer lines and related facilities. Operating revenues of the Sewer Utility decreased from \$46 million in fiscal year 2019-20 to \$43 million in the current year. This decrease is primarily due to a decrease in customer services charges.

Operating expenses were \$30 million in fiscal year 2020-21, compared with \$30 million in the prior fiscal year. There were multiple factors that contributed to this increase with the largest being an increase in interfund services from the prior fiscal year.

The Sewer Utility Fund had a net position of \$285 million at June 30, 2021. Of this amount, \$49 million was net investment in capital assets, \$182 million was restricted for joint venture capital projects and \$54 million was unrestricted. The Sewer Utility, together with the city of San Jose, owns the San Jose/Santa Clara Regional Wastewater Facility which is administered by the city of San Jose. The Utility's ownership share is approximately 19.461% of the assets, capital and operating costs. In fiscal year 2019-20, the city of San Jose reported that the gain of the Utility's equity in the Regional Wastewater Facility was \$67 million (fiscal year 2020-21 amounts were not available at the time of this report).

Water Recycling

This fund accounts for the ongoing maintenance and operations of the City's wastewater reclamation system. Operating revenues and expenses remained at the prior fiscal year amounts of \$6 million. The net position at June 30, 2021 is \$6 million.

Santa Clara Stadium Authority (Stadium Authority)

These funds account for the development and operation of Levi's Stadium. As of March 31, 2021, the Stadium Authority recorded approximately \$38 million in operating revenue, \$45 million less than fiscal year 2019-20. This was mainly due to NFL games being held with zero attendance and zero Non-NFL events. Operating expenses were \$26 million, decreasing \$36 million from the prior fiscal year due to a decrease in Non-NFL events expenses and Stadium Manager Expenses that the Stadium Authority agreed

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

to pay. Net position at March 31, 2021 was \$78 million, an increase of \$3 million from the previous fiscal year.

Solid Waste

This fund accounts for the administration of the City's garbage and rubbish collection service. Operating revenues were \$27 million in fiscal year 2020-21, comparable to fiscal year 2019-20. Operating expenses were \$30 million in fiscal year 2020-21, an increase of 16.0% from fiscal year 2019-20. This is mainly due to increases in materials, service and supplies cost. Net position at June 30, 2021 has a deficit of \$2 million. This deficit is expected to be funded by charges for services in future years.

Cemetery

This fund accounts for the Mission City Memorial Park's operations. Operating revenues were \$844 thousand, up 44.2%, over the prior fiscal year, while operating expenses were down 16.9% due to a decrease of \$317 thousand in salary and benefits. Net position at June 30, 2021 was \$(5.1) million, a decrease of \$199 thousand from fiscal year 2019-20. This fund has frequently run a deficit in its operation and capital activities, which has been covered by an advance from General Fund reserves.

Santa Clara Golf and Tennis Club

The Santa Clara Golf and Tennis Club has been closed and the advance payable to the General Fund of \$4.22 million has been written off in fiscal year 2020-21.

Santa Clara Convention Center

This fund accounts for the operations of the Santa Clara Convention Center. Operating revenues were \$1 million in fiscal year 2020-21, while operating expenses were \$5 million. Net position at June 30, 2021 was \$29 million. On November 1, 2019, the City entered into an agreement with Levy Premium Foodservice Limited Partnership (Levy) to manage the foodservice operations at the Convention Center and Levy agreed to pay an operating investment of \$5.75 million to promote the economic development of the City. The investment is amortized on a straight-line basis over 15 years.

Sports and Open Space Authority (SOSA)

This fund accounts for the acquisition and preservation of open space within the City and the development of local sports activities. There were no operating revenues in fiscal year 2020-21 due to the expiration of the operating lease. Operating expenses were \$10 thousand, with a net position at June 30, 2021 of \$2 million.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

CAPITAL ASSETS

At June 30, 2021, the City's capital assets totaled \$639 million in Governmental Activities, and \$1.44 billion in Business-Type Activities, net of depreciation. Capital Assets are invested in a broad range of categories, as shown in Table 6.

Table 6
Capital Assets at June 30, 2021
(in millions)

	2021	2020	Net Change
Governmental Activities:			
Land	\$ 125	\$ 116	\$ 9
Construction in progress	46	40	6
Land improvements	29	28	1
Buildings	217	217	-
Infrastructure	611	597	14
Machinery and equipment	84	80	4
Less accumulated depreciation	(472)	(450)	(22)
Totals	<u>\$ 640</u>	<u>\$ 628</u>	<u>\$ 12</u>
Business-Type Activities:			
Land	\$ 19	\$ 19	\$ -
Construction in progress	109	95	14
Land improvements	-	24	(24)
Buildings	919	919	-
Infrastructure	1,118	1,083	35
Machinery and equipment	24	24	-
Less accumulated depreciation	(744)	(726)	(18)
Totals	<u>\$ 1,445</u>	<u>\$ 1,438</u>	<u>\$ 7</u>

The increase of \$33 million in the Governmental Funds asset base was primarily due to \$6 million of contributed infrastructure from the developer, \$7 million in improvement in street infrastructure, \$8 million for the Convention Center Complex land purchase, and \$2.5 million in vehicle purchases. The \$35 million increase in Enterprise Funds infrastructure was due to various electric, water, and sewer projects. The net decrease in Land Improvements of \$24 million was due to assets written off because of the closing of the Santa Clara Golf and Tennis Club.

The Capital Improvement Project Budget for fiscal year 2020-21 and Five-Year Financial Plan for fiscal year 2020-21 through fiscal year 2024-25 contain more detailed discussions of Capital Projects planned for the City of Santa Clara. See Note 9 to the financial statements for additional details on fiscal year 2020-21 capital assets.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

DEBT ADMINISTRATION

Each of the City's debt issues is discussed in detail in Note 10 to the financial statements. At June 30, 2021 the City's debt was comprised of the following:

Table 7
Outstanding Debt at June 30, 2021
(in millions)

	Balance	Balance	Net Change
	June 30, 2021	June 30, 2020	
Governmental Activity Debt:			
Refunding Certificates of Participation, Series 2013	\$ 14	\$ 14	\$ -
Lease Agreement Between City of Santa Clara and City of Santa Clara Public Facilities Financing Corporation	1	2	(1)
Business-Type Debt:			
Electric Utility Revenue Bonds, net of unamortized discount	53	63	(10)
Electric Loan Agreements	103	104	(1)
Sewer Utility Loan Agreements	28	29	(1)
StadCo Subordinated Loan ⁽¹⁾	23	39	(16)
StadCo CFD Advance ⁽¹⁾	30	29	1
Stadium Funding Trust Loan ⁽¹⁾	244	257	(13)
Total Debt	<u>\$ 496</u>	<u>\$ 537</u>	<u>\$ (41)</u>

(1) Stadium Authority's long-term obligations are based on a March 31 fiscal year end.

SUCCESSOR AGENCY

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 (AB 26) that provided for the dissolution of all redevelopment agencies in the State of California. On February 1, 2012 all redevelopment agencies in California were effectively dissolved. The Successor Agency for the Santa Clara Redevelopment Agency is currently in the process of winding down the affairs of the former Redevelopment Agency.

See Notes 21 and 22 for further information on the Redevelopment Agency dissolution and Successor Agency activities.

ECONOMIC OUTLOOK

The economy of the City is discussed in the accompanying Transmittal Letter.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This Annual Comprehensive Financial Report is intended to provide citizens, taxpayers, investors, and creditors with a general overview of the City's finances. A separate Annual Financial Report for Silicon Valley Power is available upon request. Questions about this Report should be directed to the City of Santa Clara Finance Department, 1500 Warburton Avenue, Santa Clara, California, 95050, telephone (408) 615-2340.

Basic Financial Statements

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CITY OF SANTA CLARA
GOVERNMENT-WIDE FINANCIAL STATEMENTS
STATEMENT OF NET POSITION AND STATEMENT OF ACTIVITIES

The Statement of Net Position and the Statement of Activities summarize the entire City's financial activities and financial position. They are prepared on the same basis as is used by most businesses, which means they include all the City's assets and deferred outflows of resources and all its liabilities and deferred inflows of resources, as well as all its revenues and expenses. This is known as the full accrual basis—the effect of all the City's transactions is taken into account, regardless of whether or when cash changes hands, but all material internal transactions between City funds have been eliminated.

The Statement of Net Position reports the excess of the City's total assets and deferred outflows of resources over the City's total liabilities and deferred inflows of resources, including all the City's capital assets and all its long-term debt. The Statement of Net Position presents similar information to the balance sheet format, but presents it in a way that focuses the reader on the composition of the City's net position, by subtracting total liabilities and deferred inflows from total assets and deferred outflows.

The Statement of Net Position summarizes the financial position of all the City's Governmental Activities in a single column, and the financial position of all the City's Business-Type Activities in a single column; these columns are followed by a total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue, Debt Service, and Capital Projects funds. Since the City's Internal Service Funds service these Funds, their activities are consolidated with Governmental Activities, after eliminating interfund transactions and balances. The City's Business-Type Activities include all its Enterprise Fund activities.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the "modified accrual" basis used in the Fund financial statements, which reflect only current assets, current liabilities, available revenues and measurable expenditures.

The format of the Statement of Activities presents the City's expenses first, listed by program, and follows these with the expenses of its business-type activities. Program revenues—that is, revenues which are generated directly by these programs—are then deducted from program expenses to arrive at the net (expense) revenue of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-Type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both these Statements include the financial activities of the City, the Santa Clara Housing Authority, the Santa Clara Stadium Authority, the City of Santa Clara Sports and Open Space Authority, and the City of Santa Clara Public Facilities Financing Corporation, which are legally separate but are component units of the City.

CITY OF SANTA CLARA
STATEMENT OF NET POSITION
June 30, 2021

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current Assets			
Cash and investments (Note 7):			
Pooled cash and investments	\$ 319,174,319	\$ 629,421,590	\$ 948,595,909
Investments with fiscal agent	4	40,479,960	40,479,964
Receivables (net of allowance for uncollectible):			
Accounts	5,318,876	115,628,419	120,947,295
Interest	1,075,452	1,907,397	2,982,849
Intergovernmental	21,692,274	-	21,692,274
Derivative financial instruments (Note 10D)	-	1,604,352	1,604,352
Materials, supplies and prepaid	215,112	12,982,727	13,197,839
Land held for development (Note 2H)	7,103,770	-	7,103,770
Total Current Assets	<u>354,579,807</u>	<u>802,024,445</u>	<u>1,156,604,252</u>
Noncurrent Assets			
Restricted Cash (Note 7)	26,268,675	11,086,548	37,355,223
Investment with fiscal agent (Note 7)	703,714	15,257,569	15,961,283
Derivative financial instruments (Note 10D)	-	11,427,770	11,427,770
Deposits (Note 7)	-	5,522,664	5,522,664
Internal balances (Note 8D)	3,321,995	(3,385,825)	(63,830)
Long term loans, net (Note 2BB)	94,771,835	-	94,771,835
Capital assets (Note 9):			
Land and construction in progress	170,391,174	127,713,702	298,104,876
Capital assets being depreciated, net	469,377,042	1,317,216,622	1,786,593,664
Investment in joint ventures (Note 12)	4,701,248	224,241,885	228,943,133
Other	6,414,076	-	6,414,076
Total Noncurrent Assets	<u>775,949,759</u>	<u>1,709,080,935</u>	<u>2,485,030,694</u>
Total Assets	<u>1,130,529,566</u>	<u>2,511,105,380</u>	<u>3,641,634,946</u>
DEFERRED OUTFLOWS OF RESOURCES			
Refunding	-	7,051,125	7,051,125
OPEB related items (Note 16)	801,783	635,620	1,437,403
Pension related items (Note 13)	76,542,277	20,462,724	97,005,001
Total Deferred Outflows of Resources	<u>77,344,060</u>	<u>28,149,469</u>	<u>105,493,529</u>

CITY OF SANTA CLARA
STATEMENT OF NET POSITION
June 30, 2021

	Governmental Activities	Business-Type Activities	Total
LIABILITIES			
Current Liabilities			
Accrued liabilities	\$ 32,642,671	\$ 47,788,221	\$ 80,430,892
Deposits	3,210,028	-	3,210,028
Interest payable	265,192	7,851,829	8,117,021
Accrued compensated absences (Note 2K)	2,312,481	882,906	3,195,387
Unearned revenue, current portion	13,443,694	21,361,108	34,804,802
Landfill closure liability (Note 11)	-	623,700	623,700
Long-term debt due within one year (Note 10)	2,005,000	32,444,045	34,449,045
Total Current Liabilities	<u>53,879,066</u>	<u>110,951,809</u>	<u>164,830,875</u>
Noncurrent Liabilities			
Long-term portion estimated claims (Note 19)	22,982,000	-	22,982,000
Accrued compensated absences (Note 2K)	17,903,810	6,835,671	24,739,481
Landfill closure liabilities (Note 11)	-	5,071,359	5,071,359
Accrued liabilities	-	6,146,635	6,146,635
Unearned revenue	-	416,092,910	416,092,910
Long-term debt due after one year (Note 10)	11,648,691	449,284,989	460,933,680
Net OPEB liability due after one year (Note 16)	20,476,766	16,233,103	36,709,869
Net pension liability due after one year (Note 13)	464,350,317	134,666,932	599,017,249
Total Noncurrent Liabilities	<u>537,361,584</u>	<u>1,034,331,599</u>	<u>1,571,693,183</u>
Total Liabilities	<u>591,240,650</u>	<u>1,145,283,408</u>	<u>1,736,524,058</u>
DEFERRED INFLOWS OF RESOURCES			
Derivative instruments (Note 10D)	-	13,032,122	13,032,122
Refunding	-	1,793,331	1,793,331
OPEB related items (Note 16)	3,127,674	2,479,489	5,607,163
Pension related items (Note 13)	1,374,496	203,724	1,578,220
Total Deferred Inflows of Resources	<u>4,502,170</u>	<u>17,508,666</u>	<u>22,010,836</u>
NET POSITION (Note 18)			
Net investment in capital assets	<u>626,114,525</u>	<u>1,042,057,697</u>	<u>1,668,172,222</u>
Restricted for:			
Capital projects and other agreements	94,456,049	225,123,006	319,579,055
Debt service	457,891	-	457,891
Housing activities	132,792,707	-	132,792,707
Community development	16,068,108	-	16,068,108
Transportation	2,177,613	-	2,177,613
Pension rate stabilization program	23,978,098	9,165,625	33,143,723
Other purposes	5,722,691	-	5,722,691
Total Restricted Net Position	<u>275,653,157</u>	<u>234,288,631</u>	<u>509,941,788</u>
Unrestricted Net Position	<u>(289,636,876)</u>	<u>100,116,447</u>	<u>(189,520,429)</u>
Total Net Position	<u>\$ 612,130,806</u>	<u>\$ 1,376,462,775</u>	<u>\$ 1,988,593,581</u>

CITY OF SANTA CLARA
STATEMENT OF ACTIVITIES
For the year ended June 30, 2021

Functions/Programs	Expenses	Indirect Expenses Allocation	Program Revenues		
			Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities:					
General Administration	\$ 39,401,600	\$ (5,730,066)	\$ 3,474,750	\$ 4,334,784	\$ 234,050
City Clerk	1,764,376	(350,086)	39,528	-	-
City Attorney	2,513,908	(624,067)	1,393	-	-
Human Resources	3,396,475	(1,780,873)	-	-	-
Finance	16,596,570	(6,408,098)	2,366	-	-
Public Works	44,488,814	(2,537,652)	6,376,943	9,297,001	11,363,861
Parks and Recreation	20,265,679	-	890,894	342,497	-
Public Safety:					
Police	87,563,393	-	565,499	621,493	-
Fire	71,024,614	-	5,609,791	2,155,035	-
Planning and Inspection	15,537,169	-	16,470,304	212,954	-
Library	10,863,752	-	8,075	90,058	-
Interest on long term debt	487,496	-	-	-	-
Total Governmental Activities	313,903,846	(17,430,842)	33,439,543	17,053,822	11,597,911
Business-type Activities:					
Utilities:					
Electric	445,212,718	9,289,094	524,809,351	-	1,900,000
Water	42,451,742	2,900,979	52,029,588	-	500,000
Sewer	28,665,469	1,437,078	16,387,237	-	200,000
Water Recycling	5,753,705	90,244	6,181,760	-	-
Solid Waste	27,449,774	2,319,627	26,603,446	-	-
Cemetery	1,222,492	136,015	843,930	-	-
Sports and Open Space Authority	8,869	-	-	-	-
Santa Clara Convention Center	4,664,610	2,754	1,220,633	-	-
Santa Clara Stadium Authority	39,926,180	1,255,051	38,400,385	-	282,021
Total Business-type Activities	595,355,559	17,430,842	666,476,330	-	2,882,021
Total	\$ 909,259,405	\$ -	\$ 699,915,873	\$ 17,053,822	\$ 14,479,932
General Revenues:					
Taxes:					
Sales					
Ad valorem property					
Transient occupancy					
Other					
Contribution in lieu of taxes					
Investment earnings					
Net (decrease) in the fair value of investments					
Equity in gains/(losses) of joint ventures					
Rents and royalties					
Other					
Transfers (Note 8A)					
Total General Revenues and Transfers					
Change in Net Position					
Net Position - beginning					
GASB 84 implementation					
Net Position - beginning, as restated (Note 18E)					
Net Position - ending					

CITY OF SANTA CLARA
STATEMENT OF ACTIVITIES
For the year ended June 30, 2021
Net (Expense) Revenue and Changes in Net Position

Governmental Activities	Business-Type Activities	Total
\$ (25,627,950)	\$ -	\$ (25,627,950)
(1,374,762)	-	(1,374,762)
(1,888,448)	-	(1,888,448)
(1,615,602)	-	(1,615,602)
(10,186,106)	-	(10,186,106)
(14,913,357)	-	(14,913,357)
(19,032,288)	-	(19,032,288)
(86,376,401)	-	(86,376,401)
(63,259,788)	-	(63,259,788)
1,146,089	-	1,146,089
(10,765,619)	-	(10,765,619)
(487,496)	-	(487,496)
<u>(234,381,728)</u>	<u>-</u>	<u>(234,381,728)</u>
-	72,207,539	72,207,539
-	7,176,867	7,176,867
-	(13,515,310)	(13,515,310)
-	337,811	337,811
-	(3,165,955)	(3,165,955)
-	(514,577)	(514,577)
-	(8,869)	(8,869)
-	(3,446,731)	(3,446,731)
-	(2,498,825)	(2,498,825)
-	<u>56,571,950</u>	<u>56,571,950</u>
<u>(234,381,728)</u>	<u>56,571,950</u>	<u>(177,809,778)</u>
56,178,097	-	56,178,097
68,358,041	-	68,358,041
2,949,235	-	2,949,235
6,019,089	-	6,019,089
24,548,225	-	24,548,225
6,451,085	13,568,654	20,019,739
(5,207,552)	(6,245,906)	(11,453,458)
-	1,678,371	1,678,371
9,851,670	-	9,851,670
24,589,311	-	24,589,311
(5,764,589)	5,764,589	-
<u>187,972,612</u>	<u>14,765,708</u>	<u>202,738,320</u>
<u>(46,409,116)</u>	<u>71,337,658</u>	<u>24,928,542</u>
<u>649,882,629</u>	<u>1,305,125,117</u>	<u>1,955,007,746</u>
<u>8,657,293</u>	<u>-</u>	<u>8,657,293</u>
<u>658,539,922</u>	<u>1,305,125,117</u>	<u>1,963,665,039</u>
<u>\$ 612,130,806</u>	<u>\$ 1,376,462,775</u>	<u>\$ 1,988,593,581</u>

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**CITY OF SANTA CLARA
FUND FINANCIAL STATEMENTS
GOVERNMENTAL FUNDS**

The funds described below were determined to be Major Funds by the City in fiscal year 2020-21. Individual non-major funds may be found in the Supplementary section.

MAJOR GOVERNMENTAL FUNDS

GENERAL FUND

The General Fund accounts for resources and services traditionally associated with government. The General Fund provides administrative, financial, police protection, fire protection, community development, recreation, and maintenance services to the community and other funds. The General Fund accounts for revenues that have unrestricted uses and are not required legally or by contractual agreement to be accounted for in another fund.

SANTA CLARA HOUSING SUCCESSOR FUND

The Santa Clara Housing Successor Fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the former Redevelopment Agency. The activities are governed by Community Redevelopment Law and must be used to provide housing for people with low and moderate incomes.

**CITY OF SANTA CLARA
GOVERNMENTAL FUNDS
BALANCE SHEET
June 30, 2021**

	<u>General Fund</u>	<u>Santa Clara Housing Successor</u>
ASSETS		
Cash and investments (Note 7):		
Pooled cash and investments	\$ 146,051,500	\$ 14,194,051
Investments with fiscal agent - current	-	-
Restricted cash	23,978,098	-
Receivables (net of allowance for uncollectibles):		
Accounts	2,878,026	99,282
Interest	1,075,452	-
Loans	4,050,000	85,406,040
Intergovernmental	13,102,520	-
Due from other funds (Note 8B)	59,476	-
Materials, supplies and prepaids	14,194	-
Land held for development (Note 2H)	-	7,103,770
Investments with fiscal agent - noncurrent (Note 7)	-	-
Advances to other funds (Note 8C)	13,729,897	-
Other	22,680	-
Total Assets	<u>\$ 204,961,843</u>	<u>\$ 106,803,143</u>
LIABILITIES		
Accrued liabilities	\$ 19,571,603	\$ 285,361
Deposits	3,210,028	-
Unearned revenue	328,031	-
Advances from other funds (Note 8C)	-	-
Total Liabilities	<u>23,109,662</u>	<u>285,361</u>
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue - Loans	4,050,000	85,406,040
Total Deferred Inflows of Resources	<u>4,050,000</u>	<u>85,406,040</u>
FUND BALANCES (Note 18)		
Nonspendable	13,766,771	-
Restricted	25,943,410	21,111,742
Committed	40,280,277	-
Assigned	7,131,026	-
Unassigned	90,680,697	-
Total Fund Balances	<u>177,802,181</u>	<u>21,111,742</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 204,961,843</u>	<u>\$ 106,803,143</u>

**CITY OF SANTA CLARA
GOVERNMENTAL FUNDS
BALANCE SHEET
June 30, 2021**

Non-Major Governmental Funds	Total Governmental Funds
\$ 131,056,938 4 2,290,577 845,229 - 52,802,340 8,589,754 - - - 703,714 - -	\$ 291,302,489 4 26,268,675 3,822,537 1,075,452 142,258,380 21,692,274 59,476 14,194 7,103,770 703,714 13,729,897 22,680
\$ 196,288,556	\$ 508,053,542
\$ 5,819,953 - 13,115,663 6,618,748	\$ 25,676,917 3,210,028 13,443,694 6,618,748
25,554,364	48,949,387
52,802,340	142,258,380
52,802,340	142,258,380
- 67,373,973 50,557,879 - -	13,766,771 114,429,125 90,838,156 7,131,026 90,680,697
117,931,852	316,845,775
\$ 196,288,556	\$ 508,053,542

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CITY OF SANTA CLARA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
June 30, 2021

TOTAL GOVERNMENTAL FUND BALANCE	\$ 316,845,775
Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:	
CURRENT LIABILITIES	
The assets and liabilities below are due and payable in less than one year and more than 90 days and therefore are not reported in the Funds:	
Current portion of accrued compensated absences (excluding Internal Service Funds)	(2,251,593)
Interest payable	(265,192)
CAPITAL ASSETS	
Capital assets used in Governmental Activities are not current assets or financial resources and, therefore, are not reported in the Governmental Funds.	639,768,216
LONG TERM ASSETS	
Long-term receivable associated with lease agreements are not current assets or financial resources and, therefore, are not reported in the Governmental Funds	6,391,396
INVESTMENT IN NON-BUSINESS-TYPE JOINT VENTURE	
	4,701,248
DEFERRED OUTFLOWS OF RESOURCES	
OPEB related (excluding Internal Service Funds)	762,398
Pension related (excluding Internal Service Funds)	75,274,346
ALLOCATION OF INTERNAL SERVICE FUND NET POSITION	
Internal Service Funds are not governmental funds. However, they are used by management to charge the costs of certain activities, such as insurance and central services and maintenance, to individual governmental funds. The net current assets of the Internal Service Funds are therefore included in Governmental Activities in the following line items in the Statement of Net Position:	
Cash and investments	27,871,830
Accounts receivable	1,496,339
Materials, supplies and prepaid	200,918
Deferred outflows OPEB related items	39,385
Deferred outflows pension related items	1,267,931
Accrued liabilities, including short-term portion of estimated claims	(6,965,754)
Long-term portion of estimated claims	(22,982,000)
Compensated absences - current	(60,888)
Compensated absences - long-term	(471,412)
Internal balances	(3,848,630)
Net OPEB liability	(1,005,850)
Net pension liability	(8,344,354)
Deferred inflows OPEB related items	(153,637)
Deferred inflows pension related items	(12,623)
LONG TERM LIABILITIES	
The assets and liabilities below are not due and payable in the current period and, therefore, are not reported in the Funds:	
Reserve against conditional grant balances	(8,662,412)
Long-term debt	(13,653,691)
Non-current portion of accrued compensated absences (excluding Internal Service Funds)	(17,432,398)
Net OPEB liability (excluding Internal Service Funds)	(19,470,916)
Net pension liability (excluding Internal Service Funds)	(456,005,963)
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenues recorded in governmental funds financial statements resulting from activities in which revenues were earned but funds were not available are reclassified as revenues in Government-Wide Financial Statements.	103,434,247
OPEB related (excluding Internal Service Funds)	(2,974,037)
Pension related (excluding Internal Service Funds)	(1,361,873)
NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ 612,130,806

**CITY OF SANTA CLARA
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the year ended June 30, 2021**

	<u>General Fund</u>	<u>Santa Clara Housing Successor</u>
REVENUES		
Taxes:		
Sales	\$ 56,178,097	\$ -
Ad valorem	68,772,921	-
Transient occupancy	2,949,235	-
Other	5,823,809	-
Licenses, permits, fines, and penalties	12,568,154	-
Intergovernmental	2,777,156	-
Charges for services	35,630,686	9,751
Contributions in-lieu of taxes	24,548,225	-
Interest and rents	14,900,595	199,832
Net increase (decrease) in the fair value of investments	(5,207,552)	-
Other	6,864,177	1,342,674
Total Revenues	<u>225,805,503</u>	<u>1,552,257</u>
EXPENDITURES		
Current:		
General Administration	14,796,624	12,329,023
City Clerk	1,696,487	-
City Attorney	2,329,585	-
Human Resources	3,201,082	-
Finance	15,851,696	-
Public Works	23,009,607	-
Parks and Recreation	17,181,169	-
Public Safety:		
Police	74,053,103	-
Fire	58,540,157	-
Planning and Inspection	13,311,157	-
Library	8,747,649	-
Capital outlay	4,565,092	-
Debt service (Note 10):		
Principal payments	-	-
Interest and fiscal fees	-	-
Total Expenditures	<u>237,283,408</u>	<u>12,329,023</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(11,477,905)</u>	<u>(10,776,766)</u>
OTHER FINANCING SOURCES (USES)		
Transfers in (Note 8A)	7,924,402	-
Transfers (out) (Note 8A)	(37,427,027)	-
Total Other Financing Sources (Uses)	<u>(29,502,625)</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	(40,980,530)	(10,776,766)
Fund balances - beginning	218,576,162	31,888,508
GASB84 Implementation Adjustment	206,549	-
Fund balances - beginning as restated (Note 18E)	218,782,711	31,888,508
Fund balances - ending	<u>\$ 177,802,181</u>	<u>\$ 21,111,742</u>

**CITY OF SANTA CLARA
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the year ended June 30, 2021**

Non-Major Governmental Funds	Total Governmental Funds
\$ -	\$ 56,178,097
-	68,772,921
-	2,949,235
195,280	6,019,089
-	12,568,154
19,621,044	22,398,200
2,529,927	38,170,364
-	24,548,225
1,060,564	16,160,991
-	(5,207,552)
8,954,542	17,161,393
<u>32,361,357</u>	<u>259,719,117</u>
10,147,641	37,273,288
-	1,696,487
-	2,329,585
-	3,201,082
-	15,851,696
5,433,682	28,443,289
640,750	17,821,919
869,585	74,922,688
1,258,445	59,798,602
1,400,682	14,711,839
131,360	8,879,009
25,948,958	30,514,050
1,930,000	1,930,000
572,457	572,457
<u>48,333,560</u>	<u>297,945,991</u>
<u>(15,972,203)</u>	<u>(38,226,874)</u>
41,477,609	49,402,011
(18,148,011)	(55,575,038)
<u>23,329,598</u>	<u>(6,173,027)</u>
7,357,395	(44,399,901)
<u>102,123,713</u>	<u>352,588,383</u>
8,450,744	8,657,293
<u>110,574,457</u>	<u>361,245,676</u>
<u>\$ 117,931,852</u>	<u>\$ 316,845,775</u>

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**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
For the year ended June 30, 2021**

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ (44,399,901)
Amounts reported for governmental activities in the Statement of Activities are different because of the following:	
ACCRUAL OF CURRENT ITEMS	
The amounts below included in the Statement of Activities do not provide or (require) the use of financial resources over 90 days and therefore are not reported as revenue or expenditures in governmental funds (net change):	
Current portion of accrued compensated absences	(253,515)
CAPITAL ASSET TRANSACTIONS	
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.	
The capital outlay expenditures are therefore added back to fund balance	30,521,646
Depreciation expense is deducted from the fund balance (Depreciation expense is net of Internal Service Fund depreciation of \$2,811,201 which has already been allocated to service funds.)	(21,313,400)
Retirements of capital assets (net of Internal Service Fund retirement of \$29,431)	(4,051,482)
Contributions of infrastructure improvements by developers and equipment are capitalized in the Statement of Activities, but are not recorded in the Governmental Fund Statements because no cash changed hands.	6,113,910
JOINT VENTURES - PROFIT FROM EQUITY	(290,077)
LONG TERM DEBT PROCEEDS AND PAYMENTS	
Repayment of bond principal is an expenditure in the governmental funds, but in the Statement of Net Position the repayment reduces long-term liabilities.	
Repayment of debt principal is added back to fund balance	1,930,000
Amortization of bond premium	54,296
ACCRUAL OF NON-CURRENT ITEMS	
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds (net change):	
Provision for reserve of conditional grants	(518,203)
Non-current portion of accrued compensated absences	(1,163,437)
Interest payable	30,664
Unavailable revenue	11,657,063
OPEB related expense	949,467
Pension related expense	(21,866,235)
ALLOCATION OF INTERNAL SERVICE FUND ACTIVITY	
Internal Service Funds are used by management to charge the costs of certain activities, such as equipment acquisition, maintenance, and insurance to individual funds.	
The portion of the net revenue (expense) of these Internal Service Funds, arising out of their transactions with Governmental Funds, is reported with governmental activities, because they service those activities.	
Change in Net Position - All Internal Service Funds, net	(4,281,158)
Change in Net Position of Internal Service Funds reported with Business-Type Activities	471,246
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ (46,409,116)

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<p style="text-align: center;">CITY OF SANTA CLARA MAJOR PROPRIETARY FUNDS</p>

Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges. Individual non-major Proprietary funds may be found in the Supplementary section.

The City has identified the funds below as major proprietary funds in fiscal year 2020-21.

GAAP does not require the disclosure of budget versus actual comparisons regarding proprietary funds that are major funds.

ELECTRIC UTILITY FUND

This fund accounts for the operation of the City's electric utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

WATER UTILITY FUND

This fund accounts for the operation of the City's water utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

SEWER UTILITY FUND

The sewer utility fund accounts for the maintenance of the City's sewer lines and related facilities. It is a self-supporting activity that provides services on a user charge basis to residences and businesses.

WATER RECYCLING UTILITY FUND

This fund accounts for the ongoing maintenance and operations of the City's waste water reclamation system. It is a self-supporting activity that provides services on a user charge basis from the sale of non-potable water for irrigation and landscaping.

SANTA CLARA STADIUM AUTHORITY FUND

The Santa Clara Stadium Authority Fund was established in 2011 to provide for development and operation of Levi's Stadium (home of the NFL's San Francisco 49ers). In November 2012, the Santa Clara Stadium Authority changed its fiscal year ending date from June 30th to March 31st to conform with the fiscal year of Stadium Funding Trust.

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF NET POSITION
June 30, 2021

	<u>Business-type Activities-Enterprise Funds</u>		
	<u>Electric Utility</u>	<u>Water Utility</u>	<u>Sewer Utility</u>
ASSETS			
Current assets:			
Cash and investments (Note 7):			
Pooled cash and investments	\$ 434,877,562	\$ 29,506,060	\$ 92,786,154
Investments with fiscal agent	14,774,682	-	-
Receivables (net of allowance for uncollectible):			
Accounts	76,744,991	8,398,981	5,986,993
Interest	1,470,576	105,873	306,287
Derivative financial instrument (Note 10D)	1,604,352	-	-
Due from other funds (Note 8B)	2,603,215	363,676	625,795
Materials, supplies and prepaids	12,136,795	845,932	-
Total current assets	<u>544,212,173</u>	<u>39,220,522</u>	<u>99,705,229</u>
Noncurrent assets:			
Restricted cash (Note 7)	6,808,996	1,725,341	1,313,128
Investment with fiscal agent (Note 7)	3,721,334	-	-
Derivative financial instrument (Note 10D)	11,427,770	-	-
Deposits (Note 7)	5,522,664	-	-
Capital assets (Note 9):			
Land	14,371,743	661,268	725,328
Buildings, infrastructure and land improvements	974,506,146	94,304,107	60,913,492
Equipment	9,698,465	3,912,096	5,005,789
Construction in progress	99,971,096	6,838,668	914,583
	<u>1,098,547,450</u>	<u>105,716,139</u>	<u>67,559,192</u>
Less accumulated depreciation	496,816,889	49,360,136	26,524,843
Net capital assets	<u>601,730,561</u>	<u>56,356,003</u>	<u>41,034,349</u>
Investment in joint ventures (Note 12)	42,673,081	-	181,568,804
Total noncurrent assets	<u>671,884,406</u>	<u>58,081,344</u>	<u>223,916,281</u>
Total assets	<u>1,216,096,579</u>	<u>97,301,866</u>	<u>323,621,510</u>
DEFERRED OUTFLOWS OF RESOURCES			
Refunding	7,051,125	-	-
OPEB related items (Note 16)	464,425	88,832	44,272
Pension related items (Note 13)	14,951,393	2,859,784	1,425,264
Total deferred outflows of resources	<u>22,466,943</u>	<u>2,948,616</u>	<u>1,469,536</u>

**CITY OF SANTA CLARA
 PROPRIETARY FUNDS
 STATEMENT OF NET POSITION
 June 30, 2021**

Business-type Activities-Enterprise Funds					
Water Recycling Utility	Santa Clara Stadium Authority (as of March 31, 2021)	Non-Major Enterprise Funds	TOTAL	Internal Service Funds (Note 2B)	
\$ 6,635,880	\$ 48,222,577	\$ 19,712,256	\$ 631,740,489	\$ 25,552,931	
-	25,705,278	-	40,479,960	-	
1,210,602	18,547,910	4,738,942	115,628,419	1,496,339	
24,157	504	-	1,907,397	-	
-	-	-	1,604,352	-	
-	-	255,944	3,848,630	32,875	
-	-	-	12,982,727	200,918	
<u>7,870,639</u>	<u>92,476,269</u>	<u>24,707,142</u>	<u>808,191,974</u>	<u>27,283,063</u>	
70,450	-	1,168,633	11,086,548	-	
-	11,536,235	-	15,257,569	-	
-	-	-	11,427,770	-	
-	-	-	5,522,664	-	
-	-	3,092,872	18,851,211	-	
1,257,070	826,249,132	79,761,495	2,036,991,442	-	
-	2,560,605	3,012,142	24,189,097	41,509,980	
-	406,177	731,967	108,862,491	-	
<u>1,257,070</u>	<u>829,215,914</u>	<u>86,598,476</u>	<u>2,188,894,241</u>	<u>41,509,980</u>	
<u>134,214</u>	<u>111,201,641</u>	<u>59,926,194</u>	<u>743,963,917</u>	<u>28,911,691</u>	
<u>1,122,856</u>	<u>718,014,273</u>	<u>26,672,282</u>	<u>1,444,930,324</u>	<u>12,598,289</u>	
-	-	-	224,241,885	-	
<u>1,193,306</u>	<u>729,550,508</u>	<u>27,840,915</u>	<u>1,712,466,760</u>	<u>12,598,289</u>	
<u>9,063,945</u>	<u>822,026,777</u>	<u>52,548,057</u>	<u>2,520,658,734</u>	<u>39,881,352</u>	
-	-	-	7,051,125	-	
7,762	-	30,329	635,620	39,385	
249,885	-	976,398	20,462,724	1,267,931	
<u>257,647</u>	<u>-</u>	<u>1,006,727</u>	<u>28,149,469</u>	<u>1,307,316</u>	

(continued)

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF NET POSITION
June 30, 2021

	<u>Business-type Activities-Enterprise Funds</u>		
	<u>Electric Utility</u>	<u>Water Utility</u>	<u>Sewer Utility</u>
LIABILITIES			
Current liabilities:			
Accrued liabilities	31,729,971	6,302,263	988,767
Interest payable	1,672,931	-	74,892
Unearned revenue	-	-	-
Due to other funds (Note 8B)	-	-	-
Accrued compensated absences (Note 2K)	705,530	105,621	31,876
Current portion of landfill closure liability (Note 11)	-	-	-
Current portion of long-term debt (Note 10)	13,005,000	-	761,763
Total current liabilities	<u>47,113,432</u>	<u>6,407,884</u>	<u>1,857,298</u>
Noncurrent liabilities:			
Advance from other funds (Note 8C)	-	-	-
Unearned revenue	-	-	-
Long-term accrued liabilities	-	-	-
Long-term portion estimated claims	-	-	-
Long-term compensated absences (Note 2K)	5,462,387	817,745	246,793
Landfill closure liability (Note 11)	-	-	-
Long-term debt (Note 10)	143,529,398	-	27,637,314
Net OPEB liability (Note 16)	11,860,957	2,268,670	1,130,664
Net pension liability (Note 13)	98,396,395	18,820,479	9,379,784
Total noncurrent liabilities	<u>259,249,137</u>	<u>21,906,894</u>	<u>38,394,555</u>
Total liabilities	<u>306,362,569</u>	<u>28,314,778</u>	<u>40,251,853</u>
DEFERRED INFLOWS OF RESOURCES			
Derivative instruments (Note 10D)	13,032,122	-	-
Refunding	1,793,331	-	-
OPEB related items (Note 16)	1,811,678	346,522	172,700
Pension related items (Note 13)	148,855	28,472	14,190
Total deferred inflows of resources	<u>16,785,986</u>	<u>374,994</u>	<u>186,890</u>
NET POSITION (Note 18)			
Net investment in capital assets	463,692,179	56,356,003	49,433,426
Restricted for capital projects and other agreements	6,808,996	1,422,251	182,323,934
Unrestricted	444,913,792	13,782,456	52,894,943
Total net position (deficit)	<u>\$ 915,414,967</u>	<u>\$ 71,560,710</u>	<u>\$ 284,652,303</u>

Adjustment to report the cumulative internal balance for the net effect of the activity between the internal service funds and the enterprise funds over time.

Net position of business-type activities

**CITY OF SANTA CLARA
 PROPRIETARY FUNDS
 STATEMENT OF NET POSITION
 June 30, 2021**

Business-type Activities-Enterprise Funds				
Water Recycling Utility	Santa Clara Stadium Authority (as of March 31, 2021)	Non-Major Enterprise Funds	TOTAL	Internal Service Funds (Note 2B)
1,119,578	4,223,998	3,423,644	47,788,221	6,965,754
-	6,104,006	-	7,851,829	-
-	14,871,452	6,489,656	21,361,108	-
-	123,306	-	123,306	3,881,505
910	-	38,969	882,906	60,888
-	-	623,700	623,700	-
-	18,677,282	-	32,444,045	-
<u>1,120,488</u>	<u>44,000,044</u>	<u>10,575,969</u>	<u>111,075,115</u>	<u>10,908,147</u>
-	-	7,111,149	7,111,149	-
-	416,092,910	-	416,092,910	-
-	6,146,635	-	6,146,635	-
-	-	-	-	22,982,000
7,043	-	301,703	6,835,671	471,412
-	-	5,071,359	5,071,359	-
-	278,118,277	-	449,284,989	-
198,233	-	774,579	16,233,103	1,005,850
<u>1,644,508</u>	<u>-</u>	<u>6,425,766</u>	<u>134,666,932</u>	<u>8,344,354</u>
<u>1,849,784</u>	<u>700,357,822</u>	<u>19,684,556</u>	<u>1,041,442,748</u>	<u>32,803,616</u>
<u>2,970,272</u>	<u>744,357,866</u>	<u>30,260,525</u>	<u>1,152,517,863</u>	<u>43,711,763</u>
-	-	-	13,032,122	-
-	-	-	1,793,331	-
30,278	-	118,311	2,479,489	153,637
<u>2,487</u>	<u>-</u>	<u>9,720</u>	<u>203,724</u>	<u>12,623</u>
<u>32,765</u>	<u>-</u>	<u>128,031</u>	<u>17,508,666</u>	<u>166,260</u>
1,122,856	446,776,949	26,672,282	1,044,053,695	12,598,289
70,450	38,565,485	3,101,517	232,292,633	-
<u>5,125,249</u>	<u>(407,673,523)</u>	<u>(6,607,571)</u>	<u>102,435,346</u>	<u>(15,287,644)</u>
<u>\$ 6,318,555</u>	<u>\$ 77,668,911</u>	<u>\$ 23,166,228</u>	<u>1,378,781,674</u>	<u>\$ (2,689,355)</u>
			<u>(2,318,899)</u>	
			<u>\$ 1,376,462,775</u>	

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
For the year ended June 30, 2021

	Business-type Activities-Enterprise Funds		
	Electric Utility	Water Utility	Sewer Utility
Operating revenues:			
Charges for services	\$ 453,263,982	\$ 51,044,472	\$ 43,459,867
Rents, royalties and licensing	-	-	-
Insurance refunds and other	-	-	-
Mandated program receipts	12,952,572	-	-
Renewable energy credits	1,901,898	-	-
Wholesale resources sales	22,324,165	-	-
Other	19,220,561	-	-
Total operating revenues	<u>509,663,178</u>	<u>51,044,472</u>	<u>43,459,867</u>
Operating expenses:			
Salaries and benefits	46,482,844	7,346,343	3,659,882
Materials, services and supplies	364,470,076	36,366,424	24,605,534
General and administrative	-	-	-
Mandated program disbursements	5,821,317	-	-
Wholesale resources purchases	12,282,782	-	-
Depreciation	21,359,932	1,626,238	1,311,937
Total operating expenses	<u>450,416,951</u>	<u>45,339,005</u>	<u>29,577,353</u>
Operating income (loss)	<u>59,246,227</u>	<u>5,705,467</u>	<u>13,882,514</u>
Nonoperating revenues (expenses):			
Interest revenue	6,823,316	578,879	1,307,329
Net change in the fair value of investments	(4,791,168)	(389,417)	(972,548)
Rents and royalties	3,767,123	53,711	53,711
Other revenue	11,379,050	931,405	1,335,075
Interest expense	(3,744,098)	-	(509,387)
Equity in income (losses) of joint ventures	1,678,371	-	(28,461,416)
Gain (loss) on retirement of assets	-	-	-
Total nonoperating revenues (expenses)	<u>15,112,594</u>	<u>1,174,578</u>	<u>(27,247,236)</u>
Income (loss) before contributions and transfers	74,358,821	6,880,045	(13,364,722)
Contributions	1,900,000	500,000	200,000
Transfers in (Note 8A)	166,540	531,248	10,642
Transfers (out) (Note 8A)	(1,902,975)	(704,930)	(803,905)
Change in net position	74,522,386	7,206,363	(13,957,985)
Total net position - beginning	840,892,581	64,354,347	298,610,288
Total net position - ending	<u>\$ 915,414,967</u>	<u>\$ 71,560,710</u>	<u>\$ 284,652,303</u>

Adjustment for the net effect of the current year activity between the internal service funds and the enterprise funds.

Change in net position of business-type activities

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
For the year ended June 30, 2021

Business-type Activities-Enterprise Funds				
Water Recycling Utility	Santa Clara Stadium Authority (as of March 31, 2021)	Non-Major Enterprise Funds	Total	Internal Service Funds
\$ 6,169,624	\$ 390,696	\$ 28,128,324	\$ 582,456,965	\$ 36,067,512
-	37,983,259	-	37,983,259	-
-	-	-	-	627,021
-	-	-	12,952,572	-
-	-	-	1,901,898	-
-	-	-	22,324,165	-
-	-	515,644	19,736,205	-
<u>6,169,624</u>	<u>38,373,955</u>	<u>28,643,968</u>	<u>677,355,064</u>	<u>36,694,533</u>
602,992	-	2,929,619	61,021,680	10,182,312
5,223,979	7,024,214	31,197,239	468,887,466	12,692,699
-	2,168,385	-	2,168,385	16,166,799
-	-	-	5,821,317	-
-	-	-	12,282,782	-
25,141	16,745,392	1,568,162	42,636,802	2,811,201
<u>5,852,112</u>	<u>25,937,991</u>	<u>35,695,020</u>	<u>592,818,432</u>	<u>41,853,011</u>
<u>317,512</u>	<u>12,435,964</u>	<u>(7,051,052)</u>	<u>84,536,632</u>	<u>(5,158,478)</u>
104,692	4,665,147	89,291	13,568,654	220
(92,773)	-	-	(6,245,906)	-
-	-	24,041	3,898,586	-
12,136	26,430	-	13,684,096	498,093
-	(15,243,240)	-	(19,496,725)	-
-	-	-	(26,783,045)	-
-	-	-	-	(29,431)
<u>24,055</u>	<u>(10,551,663)</u>	<u>113,332</u>	<u>(21,374,340)</u>	<u>468,882</u>
341,567	1,884,301	(6,937,720)	63,162,292	(4,689,596)
-	282,021	-	2,882,021	-
-	-	8,529,280	9,237,710	408,438
-	-	(61,311)	(3,473,121)	-
<u>341,567</u>	<u>2,166,322</u>	<u>1,530,249</u>	<u>71,808,902</u>	<u>(4,281,158)</u>
<u>5,976,988</u>	<u>75,502,589</u>	<u>21,635,979</u>	<u>1,591,803</u>	<u>1,591,803</u>
<u>\$ 6,318,555</u>	<u>\$ 77,668,911</u>	<u>\$ 23,166,228</u>	<u>\$ (2,689,355)</u>	<u>\$ (2,689,355)</u>
			<u>(471,244)</u>	
			<u>\$ 71,337,658</u>	

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

	Business-type Activities-Enterprise Funds		
	Electric Utility	Water Utility	Sewer Utility
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	\$ 476,627,250	\$ 51,363,640	\$ 44,344,271
Payments to suppliers	(353,242,680)	(35,328,642)	(24,567,765)
Payments to employees for salaries and benefits	(43,598,710)	(6,858,894)	(3,384,862)
Internal activity - payments to other funds	-	-	-
Claims paid	-	-	-
Rents, royalties and licenses received	2,972,934	41,389	41,389
Other receipts	17,536,223	582,254	1,198,297
Renewable energy credits	1,901,898	-	-
Wholesale resources sales	22,324,165	-	-
Wholesale resources purchases	(12,282,782)	-	-
Wholesale trading escrow deposit	(2,296,122)	-	-
Charges for joint project contributions	-	-	(1,684,708)
Net cash provided (used) by operating activities	<u>109,942,176</u>	<u>9,799,747</u>	<u>15,946,622</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
(Increase) in due from other funds	(601,248)	(190,959)	-
Decrease in due from other funds	-	-	134,395
Increase in due to other funds	-	-	-
(Decrease) in due to other funds	-	(110,840)	-
Advances from other funds	-	-	-
Deposits to pension rate stabilization fund	1,643,104	349,151	136,778
Transfers in	166,540	531,248	10,642
Transfers (out)	(1,902,975)	(704,930)	(803,905)
Cash Flows from Noncapital Financing Activities	<u>(694,579)</u>	<u>(126,330)</u>	<u>(522,090)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Contribution from Community Facilities District	-	-	-
Acquisition and construction of capital assets, net	(40,389,333)	(8,213,161)	(2,949,138)
Principal payments on capital debt	(9,580,000)	-	(745,719)
Interest paid on capital debt	(3,991,726)	-	(529,261)
Cash Flows from Capital and Related Financing Activities	<u>(53,961,059)</u>	<u>(8,213,161)</u>	<u>(4,224,118)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Net decrease in the fair value of investments	(4,791,168)	(389,417)	(972,548)
Interest and dividends	6,766,041	580,345	1,292,215
Payments made by fiscal agent	13,538,574	-	-
Deposits made with fiscal agent	(17,030,693)	-	-
Cash Flows from Investing Activities	<u>(1,517,246)</u>	<u>190,928</u>	<u>319,667</u>

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

Business-type Activities-Enterprise Funds					
Water Recycling Utility	Santa Clara Stadium Authority (as of March 31, 2021)	Non-Major Enterprise Funds	Totals	Internal Service Funds	
\$ 6,279,098	\$ -	\$ 27,259,730	\$ 605,873,989	\$ 36,047,724	
(5,345,355)	(8,204,081)	(29,890,408)	(456,578,931)	(12,057,107)	
(564,076)	(2,429,940)	(2,644,463)	(59,480,945)	(7,454,062)	
-	-	-	-	(480,895)	
-	-	-	-	(16,541,878)	
-	37,045,208	24,041	40,124,961	-	
(5,506)	-	433,974	19,745,242	474,008	
-	-	-	1,901,898	-	
-	-	-	22,324,165	-	
-	-	-	(12,282,782)	-	
-	-	-	(2,296,122)	-	
-	-	-	(1,684,708)	-	
<u>364,161</u>	<u>26,411,187</u>	<u>(4,817,126)</u>	<u>157,646,767</u>	<u>(12,210)</u>	
-	-	(26,930)	(819,137)	-	
-	-	-	134,395	108,917	
-	-	-	-	686,665	
-	(139,039)	-	(249,879)	-	
-	-	771,768	771,768	-	
17,642	-	75,027	2,221,702	-	
-	-	4,305,147	5,013,577	408,438	
-	-	(61,311)	(3,473,121)	-	
<u>17,642</u>	<u>(139,039)</u>	<u>5,063,701</u>	<u>3,599,305</u>	<u>1,204,020</u>	
-	965,177	-	965,177	-	
-	(628,362)	(711,167)	(52,891,161)	(2,513,613)	
-	(29,519,797)	-	(39,845,516)	-	
-	(16,399,236)	-	(20,920,223)	-	
-	<u>(45,582,218)</u>	<u>(711,167)</u>	<u>(112,691,723)</u>	<u>(2,513,613)</u>	
(92,773)	-	-	(6,245,906)	-	
105,519	4,715,533	89,291	13,548,944	220	
-	62,301,362	-	75,839,936	-	
-	(39,863,233)	-	(56,893,926)	-	
<u>12,746</u>	<u>27,153,662</u>	<u>89,291</u>	<u>26,249,048</u>	<u>220</u>	

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

	<u>Business-type Activities-Enterprise Funds</u>		
	<u>Electric Utility</u>	<u>Water Utility</u>	<u>Sewer Utility</u>
Net increase (decrease) in cash and cash equivalents	53,769,292	1,651,184	11,520,081
Cash and cash equivalents at beginning of period	387,917,266	29,580,217	82,579,201
Cash and cash equivalents at end of period	<u>\$ 441,686,558</u>	<u>\$ 31,231,401</u>	<u>\$ 94,099,282</u>
Cash and cash equivalents:			
Pooled cash and investments	\$ 434,877,562	\$ 29,506,060	\$ 92,786,154
Restricted cash	6,808,996	1,725,341	1,313,128
Total cash and cash equivalents	<u>\$ 441,686,558</u>	<u>\$ 31,231,401</u>	<u>\$ 94,099,282</u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:			
Operating income (loss)	\$ 59,246,227	\$ 5,705,467	\$ 13,882,514
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
(Decrease) Increase in due to OPEB system	(578,377)	(110,629)	(55,135)
(Decrease) Increase in due to retirement system	2,739,064	523,906	261,104
Depreciation	21,359,932	1,626,238	1,311,937
Change in assets and liabilities:			
Receivables, net	4,315,664	311,032	872,081
Inventory	(1,431,601)	147,808	-
Restricted Cash	(1,643,104)	(349,151)	(136,778)
Accrued liabilities	12,360,873	885,788	37,770
Long-term portion estimated claims	-	-	-
Compensated absences	723,447	74,172	69,051
Unearned revenue	-	-	-
Other receipts	15,146,173	985,116	1,388,786
Wholesale trading escrow deposit	(2,296,122)	-	-
Charges for joint project contributions	-	-	(1,684,708)
Net cash provided (used) by operating activities	<u>\$ 109,942,176</u>	<u>\$ 9,799,747</u>	<u>\$ 15,946,622</u>
NONCASH TRANSACTIONS:			
Forgiveness of advances	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Joint Ventures			
Nonoperating income (loss)	<u>\$ 1,678,371</u>	<u>\$ -</u>	<u>\$ (28,461,416)</u>
Capital Contribution	<u>\$ 1,900,000</u>	<u>\$ 500,000</u>	<u>\$ 200,000</u>

CITY OF SANTA CLARA
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

Business-type Activities-Enterprise Funds				
Water Recycling Utility	Santa Clara Stadium Authority (as of March 31, 2021)	Non-Major Enterprise Funds	Totals	Internal Service Funds
394,549	7,843,592	(375,301)	74,803,397	(1,321,583)
6,311,781	40,378,985	21,256,190	568,023,640	26,874,514
<u>\$ 6,706,330</u>	<u>\$ 48,222,577</u>	<u>\$ 20,880,889</u>	<u>\$ 642,827,037</u>	<u>\$ 25,552,931</u>
\$ 6,635,880	\$ 48,222,577	\$ 19,712,256	\$ 631,740,489	\$ 25,552,931
70,450	-	1,168,633	11,086,548	-
<u>\$ 6,706,330</u>	<u>\$ 48,222,577</u>	<u>\$ 20,880,889</u>	<u>\$ 642,827,037</u>	<u>\$ 25,552,931</u>
\$ 317,512	\$ 12,435,964	\$ (7,051,052)	\$ 84,536,632	\$ (5,158,478)
(9,667)	-	(68,649)	(822,457)	(49,049)
45,777	-	209,756	3,779,607	2,729,799
25,141	16,745,392	1,568,162	42,636,802	2,811,201
109,474	(11,736,549)	(443,972)	(6,572,270)	(308,488)
-	-	-	(1,283,793)	123,286
(17,642)	-	-	(2,146,675)	-
(121,376)	399,474	1,231,806	14,794,335	(729,577)
-	-	-	-	23,503
2,806	-	144,048	1,013,524	47,500
-	8,566,906	(431,266)	8,135,640	-
12,136	-	24,041	17,556,252	498,093
-	-	-	(2,296,122)	-
-	-	-	(1,684,708)	-
<u>\$ 364,161</u>	<u>\$ 26,411,187</u>	<u>\$ (4,817,126)</u>	<u>\$ 157,646,767</u>	<u>\$ (12,210)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,224,133</u>	<u>\$ 4,224,133</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (26,783,045)</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ 282,021</u>	<u>\$ -</u>	<u>\$ 2,882,021</u>	<u>\$ -</u>

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<p style="text-align: center;">CITY OF SANTA CLARA FIDUCIARY FUNDS</p>

These funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

PRIVATE PURPOSE TRUST FUNDS

These funds are used to report resources of all other trust arrangements under which principal and income benefit individuals, private organizations, or other governments.

CUSTODIAL FUNDS

Custodial funds are used to account for assets held by the City for community or private organizations, or as an agent for its employees or for assessment districts. The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements. Individual non-major Custodial funds may be found in the Supplementary section.

CITY OF SANTA CLARA
FIDUCIARY FUNDS
STATEMENT OF FIDUCIARY NET POSITION
June 30, 2021

	Private Purpose Trust Funds	Custodial Funds
ASSETS		
Cash and investments:		
Pooled cash and investments (Note 7)	\$ 1,297,937	\$ 582,839
Total cash	1,297,937	582,839
Receivables (net of allowance for uncollectibles):		
Leases and rent	216,203	-
Total receivables	216,203	-
Investments at fair value:		
Investment with fiscal agent-noncurrent-noncurrent (Note 7)	2,789,301	-
Total investments	2,789,301	-
Land held for resale	532,542	-
Total Assets	4,835,983	582,839
LIABILITIES		
Accrued liabilities	500	-
Unearned revenues	110,917	-
Due to other agencies	330,000	-
Total Liabilities	441,417	-
NET POSITION		
Held in trust for private purpose	3,763,266	-
Restricted for individuals, organization and other governments	631,300	582,839
Total Net Position	\$ 4,394,566	\$ 582,839

CITY OF SANTA CLARA
FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
For the Year Ended June 30, 2021

	<u>Private Purpose Trust Funds</u>	<u>Custodial Funds</u>
ADDITIONS		
Contributions:		
Employee contributions	\$ -	\$ 83,349
Other plans	-	403,087
Gifts and bequest	-	750
Total contributions	<u>-</u>	<u>487,186</u>
Investment income:		
Net change in fair value of investments	262,884	-
Interest and rents	<u>1,638,142</u>	<u>4,979</u>
Net investment income	<u>1,901,026</u>	<u>4,979</u>
Other	<u>4,355,641</u>	<u>-</u>
Total additions	<u>6,256,667</u>	<u>492,165</u>
DEDUCTIONS		
General and administrative	88,633	2,450,566
Benefits paid	-	2,577
Pass through to the Stadium Authority	-	282,021
Pass through to the County of Santa Clara	<u>1,610,000</u>	<u>-</u>
Total deductions	<u>1,698,633</u>	<u>2,735,164</u>
Net increase (decrease) in fiduciary net position	4,558,034	(2,242,999)
Net position - beginning	(163,468)	-
GASB 84 implementation	-	2,825,838
Net position - beginning, as restated	<u>(163,468)</u>	<u>2,825,838</u>
Net position - ending	<u>\$ 4,394,566</u>	<u>\$ 582,839</u>

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CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 1 – DEFINITION OF THE REPORTING ENTITY

The City of Santa Clara (City), also known as the Mission City, is a charter city incorporated in 1852 under the laws of the State of California. The City Charter establishes the Council/Manager form of government. The City's citizens elect a City Council of seven citizens, six councilpersons and a Mayor elected at-large, who serve a term of four years each, and who, in turn, appoint a City Manager.

The City is located in the County of Santa Clara, California, approximately 45 miles southeast of San Francisco. It is situated in the northern part of the County and occupies approximately 18.41 square miles. The City's population of 130,746 accounts for 6.8% of the total Santa Clara County estimated population of 1.9 million.

The City provides a full range of municipal services, including police and fire, library, recreation, community services, public works, parks, sanitation, planning and community development, public improvements, electric, water and sewer services.

The accompanying basic financial statements present the financial activity of the City, which is the primary government presented, along with the financial activities of its component units. Although they are separate legal entities, blended component units are in substance part of the City's operations and are reported as an integral part of the City's financial statements. The City's component units which are described below are all blended.

A. City of Santa Clara Sports and Open Space Authority

The City of Santa Clara Sports and Open Space Authority (SOSA) was created by the City Council in 1974 for the acquisition and development of open space within the City. The members of the City Council are also members of SOSA's Board of Directors and, as such, are authorized to transact business and exercise power to purchase, lease or otherwise obtain and dispose of real and personal property, to acquire, construct, maintain, repair, manage and operate real and personal property, including leasing to private operators for commercial purposes, surplus space which is not economical to use for open space planning. The City performs all accounting and administrative functions of SOSA. The operations of SOSA have been included in the Supplementary Information section in the Non-Major Enterprise Funds.

B. City of Santa Clara Public Facilities Financing Corporation

The City of Santa Clara Public Facilities Financing Corporation (PFFC) was formed in 1997 for the purpose of issuing Certificates of Participation (COPs) to provide financing for the construction of the major City facilities. Members of the City Council are also members of the PFFC Board. Debt service on the COPs is secured by lease payments made by the City's General Fund to the PFFC for the use of the constructed facilities for public purposes. In accordance with lease agreements, the PFFC assigns lease payments received from the City to the trustee for payment to the certificate holders. The operations of PFFC have been included in the Supplementary Information section in the Non-Major Governmental Fund. The individual COPs and the related facilities are described in Note 10B.

C. Santa Clara Housing Authority

The Santa Clara Housing Authority (SCHA) was established by the City Council in 2011 to assume the responsibility of housing projects for the former Redevelopment Agency (former RDA). SCHA also assumes the responsibility for housing loans, which are long-term and were made under various programs,

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 1 – DEFINITION OF THE REPORTING ENTITY (continued)

for qualifying individuals and groups. The members of the City Council are also members of SCHA's Board of Directors and, as such, are authorized to transact business and exercise power to plan, engineer, and implement development projects. The City performs all accounting and administrative functions of SCHA. The financial activities of SCHA have been reported in the accompanying Non-Major Governmental Fund financial statements.

D. Santa Clara Stadium Authority

The Santa Clara Stadium Authority (SCSA) was established by the City Council in 2011 to provide for development and operation of Levi's Stadium. The members of the City Council are also members of SCSA's Board of Directors and, as such, are authorized to manage the stadium, transact business and exercise power to plan, engineer, and construct the stadium. The City performs all accounting and administrative functions of SCSA. The financial activities of SCSA have been reported in the accompanying Enterprise Fund financial statements.

On November 13, 2012, an amendment was made to the JPA Agreement to change SCSA's fiscal year end date from June 30th to March 31st. As such, the financial activities reported for SCSA are as of fiscal year ended March 31, 2021. In addition, the annual financial report was audited by KPMG, an independent auditing firm, and a copy of the report can be found on the City's website.

NOTE 2 - FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

A. Basic Financial Statements

The City's Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The significant accounting policies are described below:

Government-wide Financial Statements: The Statement of Net Position and the Statement of Activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall City government, except for fiduciary activities. Interfund Services provided and used are allocated to governmental and business-type activities, as appropriate. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category—*governmental, proprietary, and fiduciary*—are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds, except for fiduciary funds.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for services. Operating expenses for the City's enterprise funds include the costs of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

B. Major Funds

Major funds are defined as funds that have either assets combined with deferred outflows of resources, liabilities combined with deferred inflows of resources, revenues or expenditures/expenses equal to 10% of corresponding totals for all governmental or enterprise funds and at least 5% of the aggregate amount to all governmental and enterprise fund for the same item. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds. All other funds, called non-major funds, are combined and reported in a single column, regardless of their fund-type.

The City reported the following major governmental funds in the accompanying financial statements:

General Fund - This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Santa Clara Housing Successor Fund - This fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the former Redevelopment Agency. The activities are governed by Community Redevelopment Law and must be used to provide housing for people with low and moderate incomes. Revenues received are primarily loan repayments on low income loans and investment earnings that are restricted for use on other low and moderate income housing loans and projects.

The City reported the following enterprise funds as major funds in the accompanying financial statements:

Electric Utility Fund - This fund accounts for the operation of the City's electric utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

Water Utility Fund - This fund accounts for the operation of the City's water utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

Sewer Utility Fund - This fund accounts for the maintenance of the City's sewer lines and related facilities. It is a self-supporting activity that provides services on a user charge basis to residences and businesses.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Water Recycling Utility Fund - This fund accounts for the ongoing maintenance and operations of the City's waste water reclamation system. It is a self-supporting activity that provides services on a user charge basis from the sale of non-potable water for irrigation and landscaping.

Santa Clara Stadium Authority Fund - The Stadium Authority was established to provide for development and operation of Levi's Stadium.

The City also reports the following fund types:

Internal Service Funds - These funds account for maintenance of vehicles and communication equipment, information technology, public works capital project management, general liability and workers' compensation claims, all of which are provided to other departments on a cost-reimbursement basis.

Fiduciary Funds - These funds account for assets held by the City in trust for community or private organizations, or as an agent for its employees or for assessment districts without city commitment. The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

The Successor Agency to the Redevelopment Agency of the City of Santa Clara (Successor Agency) was created to serve as a custodian for the assets and to wind down the affairs of the former RDA. The Successor Agency is a separate public entity from the City, subject to the direction of an Oversight Board. The Oversight Board is comprised of seven-member representatives from local government bodies: two County of Santa Clara (County) representatives; the Mayor of the City of Santa Clara; the County Superintendent of Education; the Chancellor of California Community Colleges; one Santa Clara Valley Water District representative; and one former RDA employee appointed by the Mayor. The City performs all accounting and administrative functions of the Successor Agency. The financial activities of the Successor Agency have been reported in the accompanying basic financial statements in the Private Purpose Trust Fund. See Notes 21 and 22 for information regarding the Successor Agency.

C. Basis of Accounting

The government-wide financial statements and the fund category, proprietary, and fiduciary fund category financial statements are reported using the *economic resources measurement* focus and the *full accrual* basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable and available*. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as *other financing sources*.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

The City allocates certain indirect expenses incurred by the General Government activity to those activities that benefit from services received.

During the year ended June 30, 2021, the City implemented the following GASB Statement:

The GASB issued Statement No. 84 "*Fiduciary Activities.*" The objective of this statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This statement becomes effective for periods beginning after December 15, 2020. For additional details please refer to the Fiduciary Statements in the Supplemental Information Section.

The GASB issued Statement No. 90 "*Majority Equity Interests-An Amendment of GASB Statements No. 14 and No. 61.*" The objective of this statement is to clarify the accounting and financial reporting requirements for a state or local government's majority equity interest in an organization that remains legally separate after acquisition. This statement becomes effective for periods beginning after December 15, 2020. The City does not have any majority equity interests that meet the criteria of this pronouncement.

The GASB issued Statement No. 92 "*Omnibus 2020.*" The objective of this statement is to enhance comparability in reporting and improve the consistency of authoritative literature by addressing practice issues identified during implantation of certain GASB statements. Certain provisions of this statement become effective upon issuance for requirements related to GASB 87, and the remaining provisions are effective for periods beginning after June 15, 2021. The City implemented the GASB 87 provisions of this omnibus with the implementation of GASB 87.

The GASB issued Statement No. 98 "*The Annual Comprehensive Financial Report.*" This statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. The requirements of this statement are effective for fiscal years ending after December 15, 2021. This standard was adopted for fiscal year ending June 30, 2021.

The City is analyzing the effects of the following pronouncements and plans to adopt them by the effective dates:

The GASB issued Statement No. 87 "*Leases.*" The objective of this statement is to improve accounting and financial reports related to the recognition of lease assets and liabilities that previously were classified as operating leases. This statement becomes effective for periods beginning after June 15, 2021. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 89 "*Accounting for Interest Cost Incurred Before the End of a Construction Period.*" The objective of this statement is to enhance the relevance and comparability of information about capital assets and the cost of borrowing and to simplify account for interest cost. This statement becomes effective for periods beginning after December 15, 2020. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 91 "*Conduit Debt Obligation.*" The objective of this statement is to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practices.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

This statement becomes effective for periods beginning after December 15, 2021. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 92 *“Omnibus 2020.”* The objective of this statement is to enhance comparability in reporting and improve the consistency of authoritative literature by addressing practice issues identified during implantation of certain GASB statements. This statement becomes effective upon issuance for requirements related to GASB 87. For GASB 73, GASB 74, and GASB 84 as well as measurement of liabilities associated with asset retirement obligations, the requirements become effective for reporting periods beginning after June 15, 2021. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 93 *“Replacement of Interbank Offered Rates.”* The objective of this statement is to address accounting and financial reporting implication that results from the replacement of an IBOR. This statement becomes effective for periods beginning after June 15, 2021. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 94 *“Public-Private and Public-Public Partnerships and Availability Payment Arrangements.”* The objective of this statement is to address issues related to public-private and public-public partnership arrangements and to provide guidance for accounting and financial reporting for availability payment arrangements. This statement becomes effective for periods beginning after June 15, 2022. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 96 *“Subscription-Based Information Technology Arrangements.”* The objective of this statement is to provide guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. This statement becomes effective for periods beginning after June 15, 2022. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 97 *“Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans-An Amendment of GASB Statements No.14 and No. 84, and a Supersession of GASB Statement No. 32.”* The objectives of this statement are to (1) increase consistency and comparability related to reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. This statement becomes effective for periods beginning after June 15, 2021. The City is currently evaluating the impact on the financial statements.

D. Cash and Investments

While maintaining safety and liquidity, the City maximizes investment return by pooling its available cash for investment purposes. Unless there are specific legal or contractual requirements to do otherwise, interest

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

earnings are apportioned among funds according to average monthly cash and investment balances. It is generally the City's intention to hold investments until maturity. City investments are stated at fair value (see Note 7).

Cash and cash equivalents for purposes of the statement of cash flows include pooled cash and investments and cash designated for construction. Transactions with City-wide cash management pools are similar to those with external investment pools; therefore, since pooled cash and investments have the same characteristics as demand deposits in that the City's individual funds and component units may withdraw additional monies at any time without prior notice or penalty, pooled cash and investments are considered essentially demand deposit accounts.

Cash and investments with fiscal agent, a bond reserve investment pool, and amounts classified as deposits are not considered cash and cash equivalents.

E. Interfund Transactions and Balances

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. The related receivables and payables are classified as "due from other funds," and "due to other funds" in the fund financial statements. Long-term interfund receivables and payables are recorded as advances to/from other funds in the fund financial statements.

Transactions constituting reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are generally recorded as expenditures/expenses in the reimbursing fund and as revenue in the fund that is reimbursed.

Internal balances represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities, and are reported only in the government-wide financial statements.

F. Inventory of Materials and Supplies

Inventory of materials and supplies is accounted for using the consumption method and is stated at average cost. Inventory consists of expendable supplies held for consumption by all departments of the City. The cost is recorded as an expenditure or expense in the appropriate fund at the time individual inventory items are withdrawn for use. The General Fund inventory amount is equally offset by a non-spendable fund balance, which indicates that it does not constitute available expendable resources.

G. Restricted Assets

Restricted assets are monies or other resources, the use of which is restricted by legal or contractual requirements.

H. Land Held for Development

The Santa Clara Housing Successor, through execution of an assignment and assumption agreement with the City and the former RDA has assumed responsibility for housing projects and parcels of land purchased to

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

develop or redevelop blighted properties within the Redevelopment areas. Such land parcels are accounted for as investments on the balance sheet at the lower of cost or net realizable value or agreed-upon sales price if a disposition agreement has been made with a developer.

Individual parcels which have experienced other than temporary fair value decline are written down to estimated current market value. No appreciation is recorded if the current estimated net realizable value of an individual parcel exceeds cost.

I. Capital Assets

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated acquisition value on the date contributed. The City's policy is to capitalize equipment with costs exceeding \$5,000 and buildings, improvements and infrastructure with costs exceeding \$20,000.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Public domain (infrastructure) assets, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and traffic signals, have been capitalized and reported in the government-wide financial statements. Depreciation has been calculated on all capital assets, including infrastructure, on a straight-line basis over the estimated useful lives of the assets.

	Useful Lives Years	Capitalization Threshold
Buildings and improvements	20-50	\$ 20,000
Land improvements	20-50	20,000
Machinery and equipment	3-25	5,000
Infrastructure	10-50	20,000

Some capital assets may be acquired using Federal and State grant funds, or they may be contributed by developers or other governments. These contributions are accounted for as revenues at the time the capital assets are contributed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets.

Capital assets and the related obligations acquired under lease/purchase agreements are capitalized and accounted for in accordance with current accounting standards.

J. Joint Ventures

The City participates in several joint ventures. In accordance with GAAP investments in these joint ventures are accounted for on the equity method (see Note 12). If the City's equity in net losses of joint ventures exceeds its investment, use of the equity method is suspended except to the extent that the City is obligated to provide further financial support or has guaranteed obligations of the joint ventures.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

The City advances funds to certain of its joint ventures in the form of refundable advances, project advances and operating and maintenance advances. Refundable advances accrue interest at rates stated in the related agreements. Operating, maintenance and project advances are charged to operations when incurred.

Capitalized project costs are charged to operations in the event that a project is determined to be not economically feasible.

K. Compensated Absences

Amounts of vested or accumulated vacation leave and certain benefits that are not expected to be liquidated with expendable available financial resources are reported in the Governmental Activities portion of the government-wide financial statements only. Vested or accumulated vacation leave and benefits of proprietary funds are recorded as an expense and liability of those funds as the benefits accrue to employees. Vacation time is earned based on length of service in amounts ranging between 10 and 24 days per year. City employees are allowed to carry over unused vacation earned. The maximum amount of time that can be carried over varies, depending on the employee's rate of accrual, with an upper limit of 400 hours for most employees. Employees are paid for unused vacation and certain benefits upon separation from employment.

In accordance with GAAP a liability for sick leave and benefits is accrued using the vesting method. The vesting method provides that a governmental entity estimates its accrued sick leave liability based on the sick leave accumulated at the balance sheet date by those employees who currently are eligible to receive termination payments as well as other employees who are expected to become eligible in the future to receive such payments. Amounts of sick leave payments that are not expected to be liquidated with expendable available financial resources are reported in the Governmental Activities portion of the government-wide financial statements only. No expenditure is reported for these amounts in the governmental fund financial statements.

That portion of compensated absences that is unused reimbursable leave still outstanding following an employee's resignation or retirement at year end, is an expense and current liability to the respective fund(s) that an employee charges their time to.

The accrual for compensated absences comprised the following at June 30, 2021. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund.

	Governmental Activities	Business-Type Activities	Total
Beginning Balance	\$ 18,751,839	\$ 6,705,053	\$ 25,456,892
Additions	3,920,030	1,354,969	5,274,999
Payments	(2,455,578)	(341,445)	(2,797,023)
Ending Balance	<u>\$ 20,216,291</u>	<u>\$ 7,718,577</u>	<u>\$ 27,934,868</u>
Current Portions	<u>\$ 2,312,481</u>	<u>\$ 882,906</u>	<u>\$ 3,195,387</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Risk Management

The City is self-insured up to \$3 million to provide general liability protection. In addition to the City's self-insurance, the City also maintains excess general liability with coverage up to \$50 million.

The City is also self-insured up to \$750,000 per claim for Workers' Compensation Claims. These self-insurance programs are administered by outside agencies. The City also maintains excess workers' compensation insurance for workers' compensation claims over \$750,000 per claim with coverage up to statutory limits with PRISM (formerly CSAC Excess Insurance Authority).

The City maintains property damage coverage through the Public Entity Property Insurance Program (APIP), which has a plan limit of \$800 million, a reduction of \$200 million from the prior year. The City maintains boiler and machinery property coverage of \$100 million per occurrence in excess of self-insured amounts varying from \$25,000 to \$100,000 per occurrence. No claims settlement amount exceeded the City's insurance coverage in the past fiscal years.

The City also maintains a Faithful Performance, Crime Coverage Bond with a plan limit of \$10 million through PRISM.

M. Long-Term Obligations

Long-term obligations are reported in the Governmental Activities portion of the government-wide financial statements. Long-term liabilities expected to be financed from proprietary fund operations are accounted for in those funds.

N. Pensions

For purposes of measuring the net pension liability and deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Santa Clara, California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to and deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

O. Accounting for Encumbrances

The City utilizes an encumbrance system of accounting wherein encumbrances outstanding at year end, for which the goods or services have not been received, are not reported as expenditures, but are reported as a component of the fund balance category available for subsequent year expenditures based on the encumbered appropriation authority carried over to the next fiscal year. The City Charter requires recording encumbrances as a charge against appropriations in the accounting period in which a purchase order is issued, rather than in the accounting period when goods or services are received.

Under the modified accrual basis of accounting, in accordance with GAAP, expenditures are recorded when the goods or services are received. Adjustments to convert expenditures from the modified accrual basis to

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

the budgetary basis are reflected in the schedule of revenues, expenditures, and changes in fund balances - budget and actual (non-GAAP legal basis) (see Note 3 and Required Supplementary Information).

P. Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Q. Net Position and Fund Balance Equity

Fund balances and net position are reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. For governmental fund reporting, the City considers restricted fund balance to have been spent first when an expenditure is incurred, followed by committed, assigned and unassigned fund balances (in order of spending). For government-wide reporting, the City considers restricted net position to have been spent first when an expenditure is incurred, followed by unrestricted net position.

R. Bond Discounts/Premiums

In governmental funds, bond discounts and premiums are recognized in the current period. Bond discounts and premium for proprietary funds and entity-wide financial statements are deferred and amortized over the term of the bonds using the straight-line method of accounting.

S. Property Taxes

The State of California Constitution Article XIII A provides that the combined maximum tax rate on any given property may not exceed 1% of its assessed value except for voter approved incremental property taxes adopted prior to the passage of Article XIII A and any additional amount for general obligation debt approved by voters subsequent to the passage of Article XIII A.

Assessed value is calculated at 100% of market value as defined by Article XIII A and may be increased by no more than 2% per year unless there is a new construction on the property or the property is sold or transferred. The State Legislature has determined the method of distribution of receipts from the 1% tax levy among the counties, cities, school districts and other districts.

Santa Clara County (County) assesses properties and bills and collects property taxes on behalf of the City as follows:

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

	Secured	Unsecured
Valuation dates	January 1	January 1
Lien/levy dates	January 1	January 1
Due dates	50% on November 1, 50% on February 1	Upon receipt of billing
Delinquent as of	December 10 (for November), April 10 (for February)	August 31

The term "unsecured" refers to taxes on property not secured by liens on real property and generally includes business use personal property.

The City participates in the Teeter Plan offered by the County whereby cities receive 100% of secured property tax levied in exchange for foregoing any interest and penalties collected on delinquent taxes.

Property taxes levied are recorded as revenue when received from the County. Property taxes expected to be collected within 60 days of the end of the fiscal year are recorded as revenue.

The City's net assessed valuation for the year ended June 30, 2021, was \$50 billion, an increase of 8.43% compared to the previous year. The average tax rate was 1.14% per \$100 of assessed valuation.

T. Contribution In-Lieu of Taxes

Contribution in lieu of taxes is a general revenue of the governmental funds. It is levied on receipts of the City-owned and operated Electric Utility (Silicon Valley Power) in accordance with the City Charter. Non-City owned and operated electric utilities pay a franchise fee, which is also a governmental activities general revenue source.

U. Special Assessment Districts with City Commitment

Recognition of revenue related to noncurrent receivables of special assessment district funds is deferred until such receivables become current. There is no reserve for delinquent receivables since liens exist against the related properties and hence the City's management believes the City will ultimately receive value equal to the delinquent receivables. Surplus fund balances remaining at the completion of a special assessment district project are disposed of in accordance with City Council resolutions and with the applicable assessment bond laws of the State of California.

V. Income Taxes

The City falls under the purview of Internal Revenue Code, Section 115 and corresponding California Revenue and Taxation Code provisions. As such, it is not subject to federal or state income taxes.

W. Lease Agreements

Any operating leases with scheduled rent increases are accounted for in accordance with current accounting standards.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

X. Arbitrage Rebate Liability

Arbitrage rebate liabilities, if any, are included in accrued liabilities.

Y. Revenue Recognition

Electric, Water, Sewer and Solid Waste Fund revenues are recognized based on cycle billings periodically rendered to customers. Revenues for services provided, but not billed at the end of a fiscal year, are recognized and accrued based on estimated consumption.

Governmental Activities revenues subject to accrual include taxes, intergovernmental revenues, interest and charges for services.

Z. Non-exchange Transactions

The City gives or receives value without directly receiving or giving equal value in exchange, including grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

AA. Financial Instruments

Financial instruments included in the City's basic financial statements, excluding cash and investments, consisted of accounts receivable, accrued liabilities and bonds payable. The carrying amounts are a reasonable estimate of fair value.

BB. Conditional Grants

The City has several programs under which it extends loans to qualifying individuals or groups for the purpose of improving the City's housing stock and/or its supply of low-and moderate-income housing. Certain of these loans provide for the eventual forgiveness of the loan balance if the borrower complies with all the terms of the loan over its full term. The City accounts for these loans as conditional grants in the City-wide financial statements, and provides a reserve against their eventual forgiveness using the straight-line method over the life of the respective loan. As of June 30, 2021, conditional grants of \$24,357,245 were offset by reserves of \$8,662,412.

CC. Use of Estimates

The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

DD. Vehicle Registration Fee

On November 2, 2010, Santa Clara County voters approved Measure B, which levies a \$10 annual vehicle registration fee (VRF). The statute requires that fees collected be used only to pay for programs and projects that have a relationship or benefit to the owners of motor vehicles paying the fee and are consistent with the regional transportation plan. All revenue collected by Santa Clara Valley Transportation Authority, administrator of VRF are allocated on a population basis to cities in Santa Clara County. The City has committed and used the revenue from Measure B towards various street maintenance and traffic signal timing upgrade projects. The Vehicle Registration Fees are reported in the Streets and Highways Improvement Capital Projects Fund.

As of June 30, 2021, the balance of the Vehicle Registration Fees are as follows:

	Vehicle Registration Fee
Beginning Balance July 1, 2020	\$ 2,191,202
Intergovernmental revenue	828,409
Interest	39,581
Expenditures	(116,340)
Ending Balance June 30, 2021	\$ 2,942,852

NOTE 3 – BUDGETS AND BUDGETARY ACCOUNTING

The budget of the City is a detailed operating plan that identifies estimated costs and activities in relation to estimated revenues. The budget includes: (1) the projects, services and activities to be provided during the fiscal year, (2) the estimated revenue available to finance the operating plan, and (3) the estimated spending requirements of the operating plan.

The budget process is the mechanism through which policy decisions are made, implemented and controlled. The City Charter requires that the City establish a budgetary system for general operations and prohibits expending funds for which there is no legal appropriation. The City is required to adopt a budget on or before June 30 for the ensuing fiscal year that begins July 1. Activities of the General Fund, the Santa Clara Housing Successor, and the Maintenance Special Revenue Funds are included in the annual appropriated operating budget. The procedures followed to establish the budgetary data reflected in the accompanying required supplementary information to the basic financial statements are as follows:

1. The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. This includes a Five-Year Financial Plan to aid in the planning and funding of operations and capital projects over the next five years.
2. Public hearings are conducted to obtain public comments.
3. The operating and capital budgets are legally enacted through the passage of a minute order.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 3 – BUDGETS AND BUDGETARY ACCOUNTING (continued)

From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the applicable governmental funds. The City Council may amend the budget by motion during the fiscal year. The legal appropriation control is established at the department level in each fund. For select funds where expenditures are not allocated to a specific department, the appropriation control is established at the fund level. Transfers of funding between budgetary funds require City Council appropriation and approval. City Council approval is required for a budget amendment during the fiscal year which may include the use of reserves or fund balances, and approval of appropriations of grant monies. Per Article XIII, Section 1305 of the City Charter, appropriations lapse at the end of each fiscal year; therefore, unencumbered funds allocated for specific projects, donations, and grants require City Council appropriation for use in the following fiscal year.

Budgetary transfers between accounts or expenditure category may be done through Finance Department or City Manager's Office approval as long as they are conducted within the legal appropriation control limit set by the City Council.

Budget information is presented on a non-GAAP budgetary basis. Budgeted revenue amounts represent the original budget modified by adjustments authorized during the year. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations and transfers during the year. Budget amounts in the schedules of revenues, expenditures and changes in fund balances-budget and actual, include supplemental appropriations approved by the City Council during the year.

For the actual GAAP basis financial statements, encumbered appropriations are not reported as expenditures, but are reported as a reservation of fund balance available for subsequent year expenditures, based on the encumbered appropriation authority carried over to the next fiscal year.

In addition to the annual Operating Budget, each year the City Council adopts a project length Capital Improvement Project budget biennially.

NOTE 4 – LEASE AGREEMENTS

A. Original City Leases

Irvine Company Disposition and Development Agreement With Ground Lease (DDA) for Office Park Development

In April 2000, the former RDA entered into a Disposition and Development Agreement (DDA) with Ground Lease with The Irvine Company (Developer) for development of the site as an office/R&D complex. The DDA contemplated the former RDA obtaining title to the entire property from the City prior to entering into ground leases with the Developer. The site is subdivided into three parcels to accommodate the phased development of the project. Only Parcel 2 was conveyed to the former RDA. Parcels 1 & 3 were always held by the City and not subject to terms of the subsequent RDA dissolution.

In March 2006, the DDA and the Ground Lease were amended to update the status of conditions precedent; amend the schedule of performance; and clarify terms and conditions relating to Parcel 1 and Parcel 3. In October 2012, the City entered into two ground leases with the Irvine Company for Parcels 1 and 3. The term of both leases is 80 years after the effective date of October 31, 2012, and therefore both leases shall expire on October 31, 2092. The rent commencement date is November 1, 2012. Under the terms of the

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 4 – LEASE AGREEMENTS (continued)

leases the City will receive specified amounts for minimum rent subject to certain events or time periods and then inflationary adjustments at times specified in the leases. For the fiscal year ended June 30, 2021, Lessee paid rent of \$2.7 million for Parcel 1 and \$1.3 million for Parcel 3.

The following schedule summarizes the minimum future lease revenues to be received by the City from the leases of Parcels 1 and 3:

Fiscal Year	Parcel 1	Parcel 3	Total
2022	\$ 2,655,863	\$ 1,280,509	\$ 3,936,372
2023	2,655,863	1,280,509	3,936,372
2024	2,655,863	1,280,509	3,936,372
2025	2,655,863	1,280,509	3,936,372
2026	2,655,863	1,280,509	3,936,372
Thereafter	176,172,287	84,940,432	261,112,719
Total	<u>\$ 189,451,602</u>	<u>\$ 91,342,977</u>	<u>\$ 280,794,579</u>

B. City Leases Pursuant to the Terms of the January 8, 2016 Settlement Agreement

On March 8, 2011, the City and the former RDA adopted resolutions authorizing the execution of property conveyance agreements for the conveyance of certain real property owned by the former RDA. The agreements conveyed the properties subject to existing leases to the City. Properties included California’s Great America Theme Park, Techmart, Hyatt Regency, and Hilton Hotel.

The actions taken by the former RDA related to the asset transfers were validly authorized and conformed with the requirements of the Community Redevelopment Law as it existed at the time of the actions. Pursuant to ABx1 26, the Redevelopment Dissolution Law, the State Controller’s Office is to review any asset transfers that occurred between a redevelopment agency and any other public agency after January 1, 2011 and if the assets have not been contractually committed to a third party and to the extent allowed by state and federal law, the Controller, after completing its review is to order the return of the assets to the Successor Agency. The Successor Agency received a Controller’s order on September 10, 2013 ordering the City to transfer the assets back to the Successor Agency. The validity of that order was the subject of litigation in Sacramento Superior Court (Sharma vs. City of Santa Clara). Additionally, on July 26, 2013, the Court granted the County of Santa Clara, the Santa Clara Unified School District, and the Santa Clara County Office of Education (Petitioners) motion for a preliminary injunction (temporary restraining order), restricting the City from selling, transferring, encumbering, spending, or otherwise depleting or wasting any real property interests received from the former RDA.

On January 8, 2016 the City executed a Settlement Agreement in Sharma vs the City of Santa Clara. This Settlement Agreement calls for the City to return to the Successor Agency certain properties that the former Redevelopment Agency transferred to the City prior to dissolution. The properties returned are as follows: The Great America Theme Park Property, the Hilton Hotel Property, the North/South Parking Lots, the Gateway Parcel 2 Property, the Hyatt Hotel Property, The Techmart Property, and the Martinson Childcare Center Property. The Settlement Agreement requires the City to forego the long term lease revenues

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 4 – LEASE AGREEMENTS (continued)

generated by the properties. Lease revenues collected from July 1, 2012 to June 30, 2016 have been passed on to the Successor Agency. Additional information concerning the Settlement Agreement can be found in Note 22.

The Settlement Agreement provides clarity that the City retains title to the main parking lot property for the Great America Theme Park and the Hyatt Hotel Ballroom Space. The agreement provides that rental income from these properties beginning July 1, 2015 is the property of the City.

California’s Great America Theme Park Parking Lot Lease

The City and Cedar Fair entered into various agreements to operate and manage the theme park. As agreed in the Settlement Agreement, the Great America Theme Park Main Parking Lot is and always has been owned by the City and the City is entitled to any lease revenues generated from the Main Parking Lot after June 30, 2015. Pursuant to the Fourth Amendment of the ground lease, the City allows Cedar Fair to use certain City property adjacent to the Theme Park property for parking. Under the terms of the amended Ground Lease, Cedar Fair pays the City annually for use of such property for parking. Lease payments remitted for the year ended June 30, 2021, totaled \$121,606.

Future lease payments for the parking lot (terms are February 1 to January 31) to be made by Cedar Fair are as follows:

<u>Fiscal Year</u>	<u>Parking Lot</u>
2022	\$ 121,606
2023	121,606
2024	121,606
2025	121,606
2026	121,606
Thereafter	243,211
Total	<u>\$ 851,241</u>

Hyatt Ballroom Lease Agreement

In April 1985, the former RDA entered into various agreements for the development of a certain piece of land for the eventual operation of a high quality hotel and related facilities, including a ballroom. The resulting lease agreement pertaining to the City owned ballrooms for an initial term of 50 years. The Lessee has options to renew the lease for four additional periods of ten years each and one additional period of nine years. In 2013, Hyatt Equities, LLC. sold its interest to Inland American Lodging Acquisitions, Inc., the terms and conditions of the lease agreements remain in effect.

The minimum rent of the Ballroom lease is adjusted every three years according to the April 1985 agreement. Due to the COVID-19 impacts, the City agreed to waive and abate the ballroom lease from March 1 2020 to October 1, 2021.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 4 – LEASE AGREEMENTS (continued)

The following schedule summarizes the approximate minimum future revenues to be received from this lease:

<u>Fiscal Year</u>	<u>Ballroom Lease Amount</u>
2022	\$ 292,437
2023	389,916
2024	389,916
2025	389,916
2026	389,916
Thereafter	3,444,258
Total	<u>\$ 5,296,359</u>

C. North South Parking Lot Lease

On May 22, 2018, the City Council authorized the City Manager to make an offer to purchase the Successor Agency owned North South Parcel and further authorized the execution of a Purchase and Sale Agreement for the property. The transfer of the property was settled on July 24, 2018. As part of the acquisition, the City accepted and assumed all of the duties, obligations, liabilities, commitments and covenants of Successor Agency accruing from and after the settlement date with respect to or arising under the lease with Cedar Fair.

For the fiscal year ended June 30, 2021, Cedar Fair paid rent of \$29,925.

Future lease payments for the parking lot (terms are February 1 to January 31) to be made by Cedar Fair are as follows:

<u>Fiscal Year</u>	<u>North South Parking Lot</u>
2022	\$ 29,925
2023	29,925
2024	29,925
2025	29,925
2026	29,925
Thereafter	418,950
Total	<u>\$ 568,575</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 5 - ENTERPRISE FUND MANAGEMENT AGREEMENTS

A. Santa Clara Convention Center

During fiscal year 2018-19, the City performed a competitive bidding process to select a new management company for the Convention Center. On March 12, 2019, the City Council approved a resolution to enter into a new agreement with Global Spectrum, LP, doing business as Spectra Venue Management (Spectra), to manage and operate the Convention Center effective March 18, 2019. The initial term of this agreement began on March 18, 2019 and runs through June 30, 2024 with the option to extend the agreement for two subsequent terms of five (5) years by serving notice to Spectra no later than 180 days from the expiration of the term period. Under the terms of this agreement, Spectra will receive an annual base management fee for its' operation of the Convention Center and an additional management fee if certain performance measures are met. For fiscal year ended June 30, 2021, the City paid Spectra \$165,000 in management fees.

In May 2019, the City issued a request for proposal (RFP) to select a qualified company to provide Food and Beverage Operations for the Convention Center. The City entered into an agreement with Levy Premium Foodservice Limited Partnership (Levy) on November 1, 2019 to manage the foodservice operations at the Convention Center. The initial term of this agreement began on November 1, 2019 and expires on June 30, 2025. Upon expiration of the initial term, the City has the option to extend this agreement for two subsequent terms of five (5) years each by serving notice to Levy no later than 180 calendar days from expiration of term period. Under the terms of this agreement, Levy will receive management fees equal to 4.5% of gross receipts plus an additional fee of 8% of net receipts. Due to COVID-19 impacts during fiscal year June 30, 2021, there were no management fees paid to Levy.

In accordance with the November 1, 2019 executed agreement, Levy agreed to pay the City \$5,750,000 consisting of \$5,000,000 for an Operations Investment to be used for pre-opening expenses and other improvements to the foodservice facilities at the Convention Center, and a \$750,000 Community Enrichment Investment to be spent on programs that drive community enrichment, develop local partnerships and promote economic development of the City. Both of these are amortized on a straight-line basis over 15 years. In the event that this agreement terminates for any reason prior to full amortization of the investment funds, the City is obligated to reimburse Levy for the unamortized amount.

B. American Golf Corporation

In May 1987, Sports and Open Space Authority (SOSA) entered into a management agreement with American Golf Corporation (AGC) to manage the operations of the Santa Clara Golf and Tennis Club (SCG&TC). Subsequent five-year extensions of the agreement with minor changes in language were made on June 4, 2002 through June 30, 2007; March 20, 2007 through June 30, 2012; and May 8, 2012 effective through June 30, 2017. On June 27, 2017, the City extended the management agreement for the operation and maintenance of the SCG&TC from July 1, 2017 to June 30, 2019, and up to three, one-year extensions and a 6-month termination notice at any time to accommodate the City's other projects. Under the terms of the contract, AGC develops an annual business plan that is reviewed and approved by SOSA. Moreover, AGC receives an annual administrative fee not to exceed \$54,000 and fixed management fee of \$194,866 in fiscal year 2018-19, subject to annual increases based on the Consumer Price Index, plus 3 percent of certain operating revenues. In fiscal year 2018-19, the City paid a total of \$293,621 to AGC for the performance of services. In April 2019, SOSA executed Amendment No. 1 to the agreement to extend until October 31, 2019 and notified AGC of SOSA's intent to close the facility effective October 31, 2019 in order to facilitate the anticipated development of CityPlace.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 5 – ENTERPRISE FUND MANAGEMENT AGREEMENTS (continued)

At June 30, 2020, SCG&TC owed the General Fund \$4,224,133 as a result of previous advances. The Council approved the write off of the advance in fiscal year 2020-21.

NOTE 6 – SANTA CLARA STADIUM AUTHORITY

A. Credit Agreement

The Restated Credit Agreement dated as of June 19, 2013 was entered into by and among Stadium Funding Trust (FinanceCo), SCSA, and Goldman Sachs Bank. Under the Restated Credit Agreement, FinanceCo is issuing private placement notes and obtaining a loan from a consortium of lenders and will loan SCSA up to \$450 million and StadCo up to \$400 million. Additionally, SCSA and StadCo entered into The Restated StadCo Obligations Agreement on June 19, 2013 under which StadCo will loan up to \$500 Million to SCSA to pay costs associated with the development of Levi's Stadium.

B. Management Agreement

The Stadium Management Agreement dated as of March 28, 2012 was entered into by and among the SCSA, Forty Niners Stadium Management Company LLC (Management), and StadCo. The SCSA and StadCo selected ManagementCo to provide management services for the Stadium on each entity's behalf on a continual, year-round basis, including overseeing the day-to-day operations and maintenance of the Stadium. The Stadium Management Agreement has an initial term of 25 years, plus a 15 year renewal option. On November 13, 2012 the First Amendment to the Stadium Management Agreement was approved. This First Amendment establishes incentive management fees, clarifies certain responsibilities of ManagementCo, preserves the amount of concessions income earned by SCSA and StadCo, and addresses liability issues regarding a possible Solar Site License Agreement with NRG.

The Stadium Management Agreement gives ManagementCo the responsibility to oversee the concessions agreements but not to enter into the concessions agreements without SCSA and StadCo's prior consent. The Concessions Operating Agreement dated February 2018 was reviewed by SCSA and StadCo and entered into by and between ManagementCo and Levy Premium Foodservice Limited Partnership (Levy). The Concessions Operating Agreement has an initial term of 12 years which runs from April 16, 2018 through April 15, 2030 and it grants Levy the exclusive right to provide food and beverage services and merchandise services at all events at Levi's Stadium.

C. Ground Lease

On February 28, 2012, the SCSA entered into a lease (the Ground Lease) with the City whereby the City leases the Stadium site to the SCSA. The Ground Lease was amended on June 19, 2013.

The Ground Lease has an initial term of 40 years. The first lease year commenced on the first day following the substantial completion of construction (August 1, 2014) and ended on the next following March 31st. The subsequent lease years will start on April 1st and end on the following March 31st. The SCSA will have five successive extension options, each four years in duration, which would commence following the initial term expiration date.

The Ground Lease provides that the City will receive a fixed ground rent (Fixed Ground Rent) of \$180 thousand for the first year of Stadium operations payable by the Stadium Authority. Beginning in the second

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 6 – SANTA CLARA STADIUM AUTHORITY (continued)

year of Stadium operations and annually thereafter through the tenth year of Stadium operations, the Fixed Ground Rent will increase annually by \$35 thousand. Beginning in the 11th year of Stadium operations, Fixed Ground Rent will be increased to equal \$1 million, and thereafter will be increased by \$100 thousand every five years through the end of the initial term of the Ground Lease. If the term of the Ground Lease is extended, then, during the first extension term, the Fixed Ground Rent will equal \$1.58 million; and if and to the extent the Ground Lease is further extended, the Fixed Ground Rent will be increased by \$80 thousand every four years thereafter through the expiration of the term of the Ground Lease. While the Fixed Ground Rent payments vary over the course of the Ground Lease, Ground Lease expense is recorded on a straight-line basis. Therefore \$979 thousand of ground lease expense was reported in each of the fiscal years ended March 31, 2021 and 2020.

The Ground Lease also provides that the City will receive a performance-based rent equal to 50% of the net income from non-NFL events, less certain credits including 50% of the Fixed Ground Rent, payable by the SCSA. If certain of the credits are not used within the year incurred or the next five succeeding years, the credits will expire.

The following schedule summarizes the minimum future payments due under this lease:

Fiscal Year Ending March 31	Ground Lease Amount
2022	\$ 425,000
2023	460,000
2024	495,000
2025	1,000,000
2026	1,000,000
Thereafter	<u>35,500,000</u>
Total	<u>\$ 38,880,000</u>

D. Stadium Lease

On March 28, 2012, the SCSA entered into a lease with StadCo whereby the Stadium Authority leases the Stadium to StadCo. On June 19, 2013, the same parties entered into an Amended and Restated Stadium Lease Agreement (the Stadium Lease).

The Stadium Lease has an initial term of 40 years commencing on the first day following the substantial completion of construction (August 1, 2014) and includes five successive options to extend the term by four years each. The Stadium Lease is divided into two seasons:

- the Tenant Season, which includes the NFL season (including preseason, regular season and postseason NFL games) and runs from August 1 through January 31; and
- the Stadium Authority Season, which runs from February 1 through July 31.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 6 – SANTA CLARA STADIUM AUTHORITY (continued)

Pursuant to the Stadium Lease, the Stadium Authority and StadCo will be entitled to receive and collect separate revenues. Initially, rent payable by StadCo to the Stadium Authority was \$24.5 million per year. This amount was established pursuant to the Stadium Lease in connection with the take-out financing, which occurred on June 19, 2013. The Stadium Lease allowed for one opportunity to adjust the rent if operating or debt service expenses are either more or less than projected in determining the initial rent. Based on the changes to the projected operating and debt service expenses, the provisions for a one-time rent adjustment were triggered. At the Stadium Authority Board (Board) meeting held on March 22, 2016, the Board decided not to adjust the rent, and instead passed a motion to pursue the informal dispute resolution procedures and to proceed to the arbitration process if necessary. Thereafter, on May 3, 2016 StadCo filed for arbitration with the Stadium Authority.

On June 18, 2018, the arbitrator entered an Arbitration Award in favor of the Stadium Authority and against StadCo. This award adjusted the facility rent from \$24.5 million to \$24.76 million, an increase of \$262,000. This increase is retroactive to the first lease year resulting in a total amount owed to the Stadium Authority of \$1.31 million for the first five lease years, through March 31, 2019. In addition to the adjustment to the facility rent, the Stadium Authority was entitled to reimbursement of its legal fees, determined by the arbitrator to be \$2.28 million. The lease also provides for a fair market rent adjustment in year 33.

The Stadium Authority received \$17.3 million and \$24.8 million in stadium rent from StadCo in each of the fiscal years ended March 31, 2021 and 2020, respectively. There were three NFL events that were cancelled because of County COVID-19 restrictions, therefore; lease revenues in fiscal year 2020-21 were lower than the prior year.

The Stadium Authority may elect to expand the Tenant Season to consist of the entire lease year, from April 1 through the next succeeding March 31 (Stadium Authority Put Right), by delivering written notice to StadCo. The Stadium Authority Put Right may be exercised at any time during lease year 13, or at any time that the Management Company Revolving Loan balance exceeds \$20 million. The expansion of the Tenant Season will be effective as of the applicable Tenant Season Expansion Date as set forth in the Stadium Lease. Effective from and after the Tenant Season Expansion Date, and continuing through the remainder of the Stadium Lease term, the Tenant Season will consist of the entire lease year.

E. Trust Excess Cash Flow Funding

On April 1, 2020, the Stadium Authority completed the Trust Excess Cash Flow funding instructions and provided it to the FinanceCo and StadCo to complete fiscal year 2019-20's year-end Trust Excess Cash Flow funding distribution per the Deposit and Disbursement Agreement. The Trust Excess Cash Flow instruction specifically excluded payments to the Revolving Loan of \$6,300,653 because the Stadium Authority did not recognize this as an expense due to the fact that it is currently under litigation. StadCo deviated from the funding instructions and took the Excess Revenues from the distribution to pay off the Management Company Revolving Loan. The Stadium Authority was informed of this deviation in a letter dated April 27, 2020. On May 18, 2020, the Stadium Authority notified StadCo and the Trust that the deviation is in direct contravention of the Stadium Authority's instructions to the Trustee with regards to the use of Excess Revenue. Subsequently, the Stadium Authority recorded a receivable from StadCo for \$6,300,653 as of March 31, 2020.

ManagementCo continued to issue certificates of loan to the Stadium Authority for the suspended Shared Expenses of approximately \$7,249,747, which covers expenses from March 2020 through March 2021, in

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 6 – SANTA CLARA STADIUM AUTHORITY (continued)

fiscal year 2020-21. ManagementCo also issued a certificate of loan for \$1,601,538 to pay for a portion of the \$2,741,014 invoice from fiscal year 2019-20's Non-NFL Events' net loss reported by ManagementCo. The remaining balance of \$1,139,476 in the Non-NFL Events' net loss invoice was from the City's Public Safety costs, which ManagementCo had requested that the City recoup the costs directly from the Stadium Authority. The Stadium Authority included the Non-NFL Events' net loss draw of \$1,601,538 in the overall dispute with ManagementCo.

On March 31, 2021, the Stadium Authority completed the Trust Excess Cash Flow funding instructions and provided it to the FinanceCo and StadCo to complete fiscal year 2020-21's year-end Trust Excess Cash Flow funding distribution per the Deposit and Disbursement Agreement. The Trust Excess Cash Flow instruction requested that the Trust pay the StadCo Subordinated Loan in the amount of \$5,796,711. However, StadCo deviated from the funding instructions and used \$2,167,689 from the distribution to pay off the Management Company Revolving Loan instead. The Stadium Authority was informed of this deviation in a letter dated May 18, 2021. Subsequently, the Stadium Authority recorded a receivable from StadCo for \$2,167,689

NOTE 7 – CASH AND INVESTMENTS

A. Pooled Cash and Investments

The City pools cash from all sources and all funds except restricted cash and investments with fiscal agent. Allocable portions of the pooled portfolio for each fund type are reported under the captions "Pooled cash and investments" and "Restricted Cash". Interest income earned on pooled cash and investments is allocated to various funds based on average cash balances of each fund unless there are specific legal or contractual requirements to do otherwise.

Total cash and investments of the City was \$1,052.6 million as of June 30, 2021. This amount includes the City's cash and cash equivalents of \$993.4 million, and cash and investments with fiscal agents of \$59.2 million.

Of the City's total cash and investments, the following shows the allocation as presented on the accompanying statements of net position:

Statement of Net Position	
Pooled cash and investments	\$ 948,595,909
Investments with fiscal agent - current	40,479,964
Restricted cash	37,355,223
Deposits	5,522,664
Investments with fiscal agent - noncurrent	15,961,283
Fiduciary Funds	
Pooled cash and investments	1,880,776
Investments with fiscal agent - noncurrent	2,789,301
Total Cash and Investments	\$ 1,052,585,120

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

The City’s cash and investments balances in Governmental Funds, Enterprise Funds, Internal Service Funds, Private Purpose Trust, and Fiduciary Funds were as follows:

	Governmental Funds	Enterprise Funds	Internal Service Funds	Fiduciary Funds	Total
Pooled cash and investments	\$ 291,302,489	\$ 631,740,489	\$ 25,552,931	\$ 1,880,776	\$ 950,476,685
Investments with fiscal agent - current	4	40,479,960	-	-	40,479,964
Restricted cash	26,268,675	11,086,548	-	-	37,355,223
Investments with fiscal agent - noncurrent	703,714	15,257,569	-	2,789,301	18,750,584
Deposits	-	5,522,664	-	-	5,522,664
Total cash and investments	<u>\$ 318,274,882</u>	<u>\$ 704,087,230</u>	<u>\$ 25,552,931</u>	<u>\$ 4,670,077</u>	<u>\$ 1,052,585,120</u>

B. Investments Authorized by the California Government Code and the City’s Investment Policy

The City’s investment strategy is to invest cash not required for current obligations in U.S. government securities, federal government agency securities, highly rated money market instruments and other investments in accordance with the City’s investment policy for a maximum term of five years for the General Fund portfolio. The City Council has authorized the purchase of securities with maturities greater than five years, specifically for the Electric Cost Reduction Account. This strategy allows the City to minimize its exposure to credit, market, and liquidity risk while maintaining a reasonable return on its portfolio.

The City’s investment policy, in compliance with the City of Santa Clara Charter, Article IX, Section 904 (d) and (h), and the California Government Code authorizes the City to invest in securities that are consistent with the City’s cash management strategy and long-term goals and objectives. The City is authorized to invest in the following types of instruments, and the table also identifies certain provisions of the California Government Code, or the City’s investment policy where it is more restrictive:

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Obligations	5 years	N/A	100%	100%
U.S. Agency Securities ^(A)	5 years	Top three ratings categories	80% ^(B)	40%
Negotiable Certificates of Deposit	5 years	A/A1	30%	5%
Bankers Acceptances	180 days	N/A	25%	5%
Commercial Paper	270 days	Top rating category	25%	5%
California Local Agency Investment Fund Repurchase Agreements	N/A	N/A	None	\$75M Per A/C
Reverse Repurchase Agreements (requires City Council approval)	60 days	N/A	50%	20%
	92 days	N/A	20%	10%
Municipal Obligations	5 years	N/A	20%	5%
Medium Term Corporate Notes	5 years	A	20%	5%
Mutual Funds / Money Market Funds	N/A	Top rating category	20%	10%
Joint Power Authority Investment Pools	N/A	Top rating category	100%	100%
Supranational Obligations	5 years	AA	20%	10%
Asset-Backed & Mortgage-Backed Securities	5 years	AA	10%	5%
Non-Negotiable Certificates of Deposit	5 years	N/A	10%	5%

(A) Securities issued by the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation (FHLMC), local agencies and other U.S. government -sponsored enterprises.

(B) Callable securities are limited to 30% of the portfolio.

C. Investments with Fiscal Agents

The City invests bond proceeds restricted for construction in instruments that are stated in the Investment Policy and in various return-guaranteed investment agreements. These investments are invested in accordance with bond indentures and the maturities of each investment should not exceed the final maturity of each bond. Bond proceeds investments are reported monthly to the City Council.

The City also maintains required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

the City fails to meet its obligations under these debt issues. The California Government Code 53601 (L) allows these funds to be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, other agreements, or certificates of participation in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

Former RDA and Electric Reserve Fund bond proceeds restricted for construction projects are invested and held by the trustee as fiscal agent investments. All funds have been invested as permitted under the Code. These investments are usually scheduled to mature when cash is needed to fulfill the requirements of the underlying bond and trust agreements.

The City also invests funds in the Bentzien Trust in accordance with the investment policy of the Trust that allows investment in cash and short-term investments (up to 20%), fixed income investments including U.S. Government, U.S. Government Agency, Asset and Mortgage Backed securities, debt issued by U.S. Corporations and fixed income mutual funds (30% to 60% of portfolio's aggregate fair value), and equity securities or mutual funds (40% to 70% of portfolio's aggregate fair value). Investments in U.S. Corporate debt shall be limited to an amount per issuer not to exceed 10% of the aggregate fair value of the portfolio, and upon initial purchase by the Adviser, must be of investment grade as rated by Moody's and/or Standard and Poor's rating services. The maximum maturity of an individual bond shall not exceed fifteen years and the average maturity shall not exceed ten years. Individual equity purchases shall have an equivalent securities rating of B- or better. Individual equity purchases shall not exceed five percent of the portfolio's aggregate fair value.

D. Pension Rate Stabilization Program

In February 2017, the City Council approved a Pension Rate Stabilization Program, (PRSP) Trust administered by Public Agency Retirement Services (PARS). The PRSP is an irrevocable trust and qualifies as an Internal Revenue Section 115 trust. This trust will assist the City in mitigating the CalPERS contribution rate volatility. Investments of funds held in Pension Rate Stabilization Program (PRSP) are governed by the Investment Guideline Document for the investment account and by the agreement for administrative services with the Public Agency Retirement Services (PARS), rather than the general provisions of the California Government code or the City's investment policy. The City elected a discretionary investment approach which allows the City to maintain oversight of the investment management, control on target yield and the portfolio' risk tolerance. The assets in this program will eventually be used to fund Pension Plan obligations.

E. Interest Rate, Credit Risks and Fair Value Measurement

Interest rate risk is the risk that an investment's value will be adversely affected by a change in interest rates. In general, the longer the time to maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. To reduce interest rate risk, the City diversifies the portfolio into a wide range of investments with different maturities, and maintains a reasonable average maturity of less than three years. This approach significantly mitigates adverse market volatility and maximizes returns.

The average maturity of the City's pooled investment portfolio at June 30, 2021 was approximately 2.10 years and the City has the ability to and generally intends to hold all investments to maturity. Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees)

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

to market interest rate fluctuations is provided in the investment table that shows the distribution of the City's investments by maturity.

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Credit risk is measured by the assignment of a rating by a nationally recognized statistical rating organization.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

Presented below is the actual rating as of June 30, 2021 for each investment type:

Type of Investment	Credit Rating	Maturity					Fair Value
		Under 180 Days	181 - 365 Days	1 - 3 Years	3 - 5 Years	Over 5 Years	
Cash and Investments - City Treasury:							
Cash	N/A	\$ 164,955,428	\$ -	\$ -	\$ -	\$ -	\$ 164,955,428
U.S. Treasury notes	Aaa	40,061,263	48,612,276	232,592,985	64,880,620	-	386,147,144
Federal Farm Credit Bank	Aaa	-	5,050,550	49,309,463	47,866,222	-	102,226,235
Federal Home Loan Bank	Aaa	15,088,950	5,075,700	31,624,000	19,610,229	-	71,398,879
Federal National Mortgage Association	Aaa	5,017,550	5,048,950	15,271,887	40,153,597	-	65,491,984
Federal Home Loan Mortgage Corporation	Aaa	5,006,200	-	16,840,600	14,401,696	-	36,248,496
Corporate notes	AAA/Aaa	-	-	-	10,309,050	-	10,309,050
Corporate notes	AA	-	-	4,235,619	10,690,500	-	14,926,119
Corporate notes	A	-	-	11,113,218	22,475,401	-	33,588,619
Supranational	Aaa	-	-	7,317,836	-	-	7,317,836
Asset-Backed Securities	AAA	-	-	-	3,951,681	-	3,951,681
California Municipal Bonds	Aaa	-	-	-	2,695,832	-	2,695,832
California Municipal Bonds	Not Rated	-	-	1,457,585	-	-	1,457,585
Certificates of Deposit	A1 / P1	-	18,368,518	-	-	-	18,368,518
Wells Fargo Money Market Fund	Not Rated	203,116	-	-	-	-	203,116
State Investment Pool (LAIF)	Not Rated	69,762,112	-	-	-	-	69,762,112
Total Cash and Investments - City Treasury		300,094,619	82,155,994	369,763,193	237,034,828	-	989,048,634
Cash and Investments - Other:							
Cash (Debt Fund)	N/A	327	-	-	-	-	327
U.S. Treasury Notes (Bentzien Trust)	Aaa	-	-	205,844	-	-	205,844
Federal Home Loan Bank (Bentzien Trust)	Aaa	-	263,905	15,523	-	-	279,428
Federal Farm Credit Bank (Bentzien Trust)	Aaa	-	-	-	-	112,560	112,560
Municipal Notes (Bentzien Trust)	Aaa	-	-	54,193	-	130,765	184,958
Municipal Notes (Bentzien Trust)	Aa	-	-	37,337	141,148	272,701	451,186
Municipal Notes (Bentzien Trust)	A	50,236	-	70,750	51,689	-	172,675
Municipal Notes (Bentzien Trust)	BBB	-	-	-	-	52,667	52,667
Municipal Notes (Bentzien Trust)	Not Rated	-	-	-	-	-	-
Corporate Notes (Bentzien Trust)	Aa	-	-	-	-	-	-
Corporate Notes (Bentzien Trust)	A	-	-	-	-	-	-
Corporate Notes (Bentzien Trust)	BBB	-	66,739	-	38,419	-	105,158
Corporate Notes (Bentzien Trust)	A	-	-	26,909	-	-	26,909
Corporate Stock (Bentzien Trust)	A & B	982,678	-	-	-	-	982,678

(continued)

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

Type of Investment	Credit Rating	Maturity					Fair Value
		Under 180 Days	181 - 365 Days	1 - 3 Years	3 - 5 Years	Over 5 Years	
Cash and Investments - Other: (continued)							
Mutual Fund - Dreyfus Money Market (Bond Proceeds)	Aaam	2,146,253	-	-	-	-	2,146,253
Mutual Fund - Blackrock Money Market (Debt Fund)	Aaam	703,718	-	-	-	-	703,718
Mutual Fund - Goldman FS Government Mutual Fund (Debt Fund)	Aaam	14,147,132	-	-	-	-	14,147,132
Mutual Fund - JP Morgan Money Market Funds (Debt Fund)	Aaam	4,348,557	-	-	-	-	4,348,557
Mutual Fund - Money Market (Bentzien Trust)	Aaam	172,054	-	-	-	-	172,054
Mutual Fund - International Equities (Bentzien Trust)	Not Rated	210,498	-	-	-	-	210,498
Mutual Fund - Fixed Income (Bentzien Trust)	Not Rated	358,763	-	-	-	-	358,763
Mutual Fund - Equities (Bentzien Trust)	Not Rated	162,036	-	-	-	-	162,036
Exchange Traded Funds (Bentzien Trust)	Not Rated	46,698	-	-	-	-	46,698
Pension Rate Stabilization Investment (Cash and Equivalents)	Not Rated	336,628	-	-	-	-	336,628
Pension Rate Stabilization Investment (Mutual Funds-Equity)	Not Rated	10,391,930	-	-	-	-	10,391,930
Pension Rate Stabilization Investment (Mutual Funds-Fixed Income)	Not Rated	22,415,165	-	-	-	-	22,415,165
Collateral Obligations (ADM & CAISO)	Not Rated	5,522,664	-	-	-	-	5,522,664
Total Cash and Investments - Other		61,995,337	330,644	410,556	231,256	568,693	63,536,486
Total Cash and Investments		\$ 362,089,956	\$ 82,486,638	\$ 370,173,749	\$ 237,266,084	\$ 568,693	\$ 1,052,585,120

The City accounts for investments in accordance with GAAP, which requires governmental entities to report certain investments at fair value based on quoted market information obtained from recognized sources. The City has reported its investments at fair value with the exception of its share of external investment pools and mutual funds, the carrying value of which approximates fair value. In determining the change in fair value of its investments, the City used an aggregate method of calculation.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

The City categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation input used to measure the fair value of asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Investments and Derivative Instruments Measured at Fair Value 6/30/2021	Fair Value Measurements Using			Exempt ⁽¹⁾
	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2		
Investments by Fair Value Level				
Short Term Investments				
U.S. Treasury Notes	\$ 386,147,144	\$ 386,147,144	\$ -	\$ -
Federal Farm Credit Bank	102,226,235	-	102,226,235	-
Federal Home Loan Bank	71,398,879	-	71,398,879	-
Federal National Mortgage Association	65,491,984	-	65,491,984	-
Federal Home Loan Mortgage Corporation	36,248,496	-	36,248,496	-
Corporate notes	58,823,788	-	58,823,788	-
Supranational	7,317,836	-	7,317,836	-
Asset-Backed Securities	3,951,681	-	3,951,681	-
California Municipal Bonds	4,153,417	-	4,153,417	-
Certificates of Deposit	18,368,518	-	18,368,518	-
Wells Fargo Money Market Fund	203,116	-	-	203,116
Total Short Term Investments	754,331,094	386,147,144	367,980,834	203,116
Debt Securities and Other				
U.S. Treasury Notes (Bentzien Trust)	205,844	205,844	-	-
Federal Farm Credit Bank (Bentzien Trust)	112,560	-	112,560	-
Federal Home Loan Bank (Bentzien Trust)	279,428	-	279,428	-
Municipal Notes (Bentzien Trust)	184,958	-	184,958	-
Municipal Notes (Bentzien Trust)	451,186	-	451,186	-
Municipal Notes (Bentzien Trust)	172,675	-	172,675	-
Municipal Notes (Bentzien Trust)	52,667	-	52,667	-
Corporate Notes (Bentzien Trust)	105,158	-	105,158	-
Corporate Notes (Bentzien Trust)	26,909	-	26,909	-
Mutual Fund - Dreyfus Money Market (Bond Proceeds)	2,146,253	-	-	2,146,253
Mutual Fund - Blackrock Money Market (Debt Fund)	703,718	-	-	703,718
Mutual Fund - Goldman FS Government Mutual Fund (Debt Fund)	14,147,132	-	-	14,147,132
Mutual Fund - JP Morgan Money Market Funds (Debt Fund)	4,348,557	-	-	4,348,557
Mutual Fund - Money Market (Bentzien Trust)	172,054	-	172,054	-
Mutual Fund - International Equities (Bentzien Trust)	210,498	210,498	-	-

(continued)

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

	Investments and Derivative Instruments Measured at Fair Value 6/30/2021	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Exempt ⁽¹⁾
Debt Securities and Other (continued)				
Mutual Fund - Fixed Income (Bentzien Trust)	358,763	-	358,763	-
Mutual Fund - Equities (Bentzien Trust)	162,036	162,036	-	-
Pension Rate Stabilization Investment (Cash and Equivalents)	336,628	336,628		
Pension Rate Stabilization Investment (Mutual Funds-Equity)	10,391,930	10,391,930	-	-
Pension Rate Stabilization Investment (Mutual Funds-Fixed Income)	22,415,165	17,658,753	4,756,412	-
Collateral Obligations (ADM & CAISO)	5,522,664	-	-	5,522,664
Total Debt Securities and Other	62,506,783	28,965,689	6,672,770	26,868,324
Equity Securities				
Corporate Stock (Bentzien Trust)	982,678	982,678	-	-
Exchange Traded Funds (Bentzien Trust)	46,698	46,698	-	-
Total Equity Securities	1,029,376	1,029,376	-	-
Total Investment by Fair Value Level	817,867,253	416,142,209	374,653,604	27,071,440
Investments Measured at the Amortized Cost				
State Investment Pool (LAIF)	69,762,112	-	-	69,762,112
Total Investments Measured at the Amortized Cost	69,762,112	-	-	69,762,112
Total Investments	887,629,365	\$ 416,142,209	\$ 374,653,604	\$ 96,833,552
Cash in Banks	164,955,755			
Total Cash and Investments	\$ 1,052,585,120			
Investments Derivative Instruments				
Open contract power trading - Current Assets	\$ 1,604,352		1,604,352	
Open contract Gas trading - Non-current Assets	11,427,770		11,427,770	
Total Investment Derivative Instruments	\$ 13,032,122		\$ 13,032,122	

(1) Accounts in exempt column are Mutual Fund-Money Market, Collateral Obligations, and LAIF investments which are exempt from the fair value hierarchy, or reported at amortized cost.

The City utilizes a third party pricing service to determine fair market prices for its individually held investments. Evaluations are based on market information available at the time and generated using proprietary evaluated pricing models and methodologies.

Bentzien Trust investment in stocks and U.S. Treasuries are valued using prices quoted in active markets for those securities. All other Bentzien Trust debt securities are valued using a Market Approach methodology by Standard & Poor's Securities Evaluation Inc. The Market Approach uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities or a group of assets and liabilities.

Level 1 investments are valued using a marketable actively traded assets closing price for identical assets. Level 2 investments are determined by using quoted prices for similar assets.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 7 – CASH AND INVESTMENTS (continued)

F. Concentration of Credit Risk

Investments in the securities of any individual issuers that represent 5% or more of total Citywide investments are shown in the table below:

<u>Issuer</u>	<u>Bond-rating</u>	<u>Fair Value</u>	<u>% of Holding</u>
Federal Farm Credit Bank	Aaa	\$ 102,226,235	9.7%
Federal Home Loan Bank	Aaa	\$ 71,790,868	6.8%
Federal Home Loan Mortgage Corporation	Aaa	\$ 65,491,984	6.2%

G. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its Agent having a fair value of 105% to 150% of the City’s cash on deposit. All of the City’s deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City’s Investment Policy limits its exposure to custodial credit risk by requiring that all security transactions entered into by the City, including collateral for repurchase agreements, be conducted on a delivery-versus-payment basis. Securities are to be held by a third party custodian.

H. Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The City has no investments that are highly sensitive to interest rate fluctuations to a greater degree than already disclosed in the Interest Rate Risk Section above.

I. Local Agency Investment Fund

The City is a voluntary participant in the Local Agency Investment Fund (LAIF). LAIF is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF’s investment portfolio mainly consists of Treasuries, loans, Federal Agency securities, and collateralized mortgage obligations. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of \$5,000, a maximum transaction amount of \$75 million and at least 24 hours advance notice for withdrawals of \$10 million or more. Bond proceeds accounts are subject to one time deposit with no cap and are set up with a monthly draw down schedule. The carrying value of LAIF approximates fair value.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 8 – INTERFUND TRANSACTIONS AND BALANCES

A. Interfund Transfers

With Council approval, resources may be transferred from one City fund to another.

Transfers between funds during the fiscal year ended June 30, 2021 were as follows:

<u>Fund Receiving Transfers</u>	<u>Fund Making Transfers</u>	<u>Amount</u>	
General Fund	Non-Major Governmental	\$ 7,221,202	A
	Electric Utility	633,200	B
	Santa Clara Convention Center	20,000	C
	Sewer Utility	25,000	C
	Water Utility	25,000	C
Non-Major Governmental	General Fund	31,613,671	D
	Cemetery	2,741	E
	Sewer Utility	241,405	E
	Solid Waste	38,570	E
	Water Utility	642,430	E
	Electric Utility	1,150,560	E
	Non-Major Governmental	7,788,232	F
Internal Service Funds	General Fund	289,223	G
	Electric Utility	119,215	H
Cemetery	General Fund	300,000	I
Electric Utility	Non-Major Governmental	91,540	J
	Sewer Utility	37,500	K
	Water Utility	37,500	K
	Solid Waste	-	L
Sewer Utility	Non-Major Governmental	10,642	J
Solid Waste	General Fund	1,000,000	L
	Non-Major Governmental	23,659	J
Water Utility	Non-Major Governmental	31,248	J
	Sewer Utility	500,000	M
Santa Clara Convention Center	Non-Major Governmental	2,981,488	N
Santa Clara Golf and Tennis Club	General Fund	4,224,133	O
Total Interfund Transfers		<u>\$ 59,048,159</u>	

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 8 – INTERFUND TRANSACTIONS AND BALANCES (continued)

The reasons for material transfers are set forth below:

- (A) Transfer to general fund from capital project funds and special revenue funds to return the excess funding.
- (B) Transfer to the general fund for the right of way and to fund electric utility's share of the City contract.
- (C) Transfer to the general fund for the COVID relief programs.
- (D) Transfer to fund various capital projects, maintenance district, to pay the debt, and COVID-19 related activities.
- (E) Transfer to fund their respective share of financial, human resources software, utility billing, and other projects.
- (F) Transfer from special revenue fund to fund various street related capital projects.
- (G) Transfer to the unemployment fund to cover higher estimated unemployment insurance claims.
- (H) Transfer from electric Greenhouse Gas program to fund the vehicle revolving fund on the electric vehicle purchases.
- (I) Transfer to fund the Cemetery capital improvement project.
- (J) Returning the funds from the City-wide projects to the original sources.
- (K) Transfer to fund the Electric Utility yards capital improvement project.
- (L) Transfer to provide the credit and rebate to the Solid Waste customers for COVID relief.
- (M) Transfer to fund Water Utility capital improvement projects.
- (N) Transfer fund to Santa Clara Convention Center CIP projects.
- (O) Transfer to write off the interfund advance to Santa Clara Golf and Tennis Club.

B. Current Interfund Balances

Current interfund balances arise in the normal course of business and are expected to be repaid shortly after the end of the fiscal year. The following is a summary of interfund balances as of June 30, 2021.

Receivable Fund	Payable Fund	Amount
General Fund	Santa Clara Stadium Authority	\$ 59,476
	Receivable by Governmental Funds	59,476
Electric Utility	Internal Service Funds	2,603,215
Water Utility	Internal Service Funds	363,676
Sewer Utility	Internal Service Funds	625,795
Cemetery	Internal Service Funds	255,944
	Receivable by Enterprise Funds	3,848,630
Internal Service Funds	Internal Service Funds	32,875
	Receivable by Internal Service Funds	32,875
	Total	\$ 3,940,981

Note: The City uses due to/due from as a balancing mechanism in funds with negative cash balances.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 8 – INTERFUND TRANSACTIONS AND BALANCES (continued)

C. Long-Term Interfund Advances

At June 30, 2021, the funds below had made advances which were not expected to be repaid within the next year.

Fund Receiving Advance/Commitment	Fund Making Advance/Commitment	Amount of Advance/Commitment
Cemetery	General Fund	\$ 7,111,149
Parks and Recreation Facilities	General Fund	6,618,748
Total		\$ 13,729,897

Cemetery Fund has a \$7,111,149 advance that bears no interest and will be repaid when funds become available. The advance is a long term subsidy of the cemetery operations. The new resources will need to be identified in future to provide the support in the years ahead.

Parks and Recreation Facilities Fund has a \$6,618,748 advance that bears interest which is based on the City’s weight average portfolio rate and will be repaid to the General Fund in annual installments when Mitigation Fee Act funding becomes available.

Santa Clara Golf and Tennis Club Fund The City closed the facility for the Santa Clara Golf and Tennis Club Fund and the advance balance of \$4,224,133 was written off in January 2021.

D. Internal Balances

Internal balances represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental, successor agency and business-type activities. The \$63,830 net internal balance in the Statement of Net Position is due to the different fiscal year end dates between the City and the Santa Clara Stadium Authority (refer to Note 1D for more information).

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 9 - CAPITAL ASSETS

A. Capital Assets Summary

Capital Assets at June 30, 2021 are comprised of:

	Balance June 30, 2020	Additions	Retirements/ Adjustments	Transfers	Balance June 30, 2021
<i>Governmental Activities</i>					
Non Depreciable Assets:					
Land	\$ 116,047,203	\$ 8,471,632	\$ -	\$ -	\$ 124,518,835
Construction in progress	39,767,805	21,576,261	(4,050,000)	(11,421,727)	45,872,339
Total Non Depreciable Assets	<u>155,815,008</u>	<u>30,047,893</u>	<u>(4,050,000)</u>	<u>(11,421,727)</u>	<u>170,391,174</u>
Capital assets being depreciated:					
Land improvements	28,272,459	-	-	746,243	29,018,702
Buildings	217,214,792	-	-	-	217,214,792
Infrastructure	597,297,273	6,113,910	-	7,880,286	611,291,469
Machinery & equipment	80,214,157	2,987,365	(1,839,899)	2,795,198	84,156,821
Total Capital assets being depreciated	<u>922,998,681</u>	<u>9,101,275</u>	<u>(1,839,899)</u>	<u>11,421,727</u>	<u>941,681,784</u>
Less accumulated depreciation for:					
Land improvements	(16,623,229)	(1,310,026)	-	-	(17,933,255)
Buildings	(69,671,649)	(4,282,056)	-	-	(73,953,705)
Infrastructure	(300,877,270)	(14,652,698)	-	-	(315,529,968)
Machinery & equipment	(62,816,979)	(3,879,821)	1,808,986	-	(64,887,814)
Total accumulated depreciation	<u>(449,989,127)</u>	<u>(24,124,601)</u>	<u>1,808,986</u>	<u>-</u>	<u>(472,304,742)</u>
Net Depreciable Assets	<u>473,009,554</u>	<u>(15,023,326)</u>	<u>(30,913)</u>	<u>11,421,727</u>	<u>469,377,042</u>
Governmental Activity Net Capital Assets	<u>\$ 628,824,562</u>	<u>\$ 15,024,567</u>	<u>\$ (4,080,913)</u>	<u>\$ -</u>	<u>\$ 639,768,216</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 9 - CAPITAL ASSETS (continued)

	Balance June 30, 2020	Additions	Retirements/ Adjustments	Transfers	Balance June 30, 2021
<i>Business-Type Activities</i>					
Non Depreciable Assets:					
Land	\$ 18,851,211	\$ -	\$ -	\$ -	\$ 18,851,211
Construction in progress	94,901,741	46,373,309	(15,000)	(32,397,559)	108,862,491
Total Non Depreciable Assets	<u>113,752,952</u>	<u>46,373,309</u>	<u>(15,000)</u>	<u>(32,397,559)</u>	<u>127,713,702</u>
Capital Assets being depreciated:					
Land Improvements	23,935,017	-	(23,832,610)	-	102,407
Buildings	918,503,582	21,244	-	-	918,524,826
Infrastructure	1,083,366,650	2,600,000	-	32,397,559	1,118,364,209
Machinery & equipment	23,744,942	719,818	(275,663)	-	24,189,097
Total Capital Assets being depreciated	<u>2,049,550,191</u>	<u>3,341,062</u>	<u>(24,108,273)</u>	<u>32,397,559</u>	<u>2,061,180,539</u>
Less accumulated depreciation for:					
Land Improvements	(23,907,164)	(2,571)	23,832,610	-	(77,125)
Buildings & improvements	(157,595,383)	(18,222,735)	-	-	(175,818,118)
Infrastructure	(526,848,104)	(23,269,840)	-	-	(550,117,944)
Machinery & equipment	(17,084,737)	(1,141,656)	275,663	-	(17,950,730)
Total accumulated depreciation	<u>(725,435,388)</u>	<u>(42,636,802)</u>	<u>24,108,273</u>	<u>-</u>	<u>(743,963,917)</u>
Net Depreciable Assets	<u>1,324,114,803</u>	<u>(39,295,740)</u>	<u>-</u>	<u>32,397,559</u>	<u>1,317,216,622</u>
Enterprise Activity Net Capital Assets	<u>\$ 1,437,867,755</u>	<u>\$ 7,077,569</u>	<u>\$ (15,000)</u>	<u>\$ -</u>	<u>\$ 1,444,930,324</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

B. Construction in Progress Summary

Construction in Progress for governmental activities as of June 30, 2021 consisted of the following projects:

<u>Governmental Projects</u>	<u>Authorized</u>	<u>Expended</u>	<u>Future Commitments</u>
Transportation Improvements	\$ 36,080,613	\$ 10,111,480	\$ 25,969,133
Parks and Recreation Improvements	43,026,826	31,987,558	11,039,268
City Building Improvements	17,576,126	3,773,301	13,802,825
Total	<u>\$ 96,683,565</u>	<u>\$ 45,872,339</u>	<u>\$ 50,811,226</u>

Construction in Progress for business-type activities as of June 30, 2021 consisted of the following:

<u>Enterprise Fund Projects</u>	<u>Authorized</u>	<u>Expended</u>	<u>Future Commitments</u>
Electric Projects	\$ 178,608,849	\$ 99,971,096	\$ 78,637,753
Water and Sewer Projects	11,748,791	7,753,251	3,995,540
Stadium Authority Projects	4,987,810	406,177	4,581,633
Santa Clara Convention Center Projects	4,355,720	731,967	3,623,753
Total	<u>\$ 199,701,170</u>	<u>\$ 108,862,491</u>	<u>\$ 90,838,679</u>

Details of these projects are available from the City on request.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 9 - CAPITAL ASSETS (continued)

C. Depreciation Allocation

Depreciation expense is charged to functions and programs based on their usage of the related assets. The amounts allocated to each function or program are as follows:

Governmental Activities:	
General Administration	\$ 1,210,224
Finance	915
Public Works	15,269,130
Parks and Recreation	1,835,432
Public Safety	
Police	891,732
Fire	565,370
Planning and Inspection	31,607
Library	1,508,990
	<u>21,313,400</u>
Capital assets held by the City's Internal Service	
Funds are charged to the various functions	
based on their usage of the assets	<u>2,811,201</u>
Total Governmental Activities	<u>\$ 24,124,601</u>
Business-Type Activities:	
Utility Funds:	
Electric Utility	\$ 21,359,932
Water Utility	1,626,238
Sewer Utility	1,311,937
Water Recycling Utility	25,141
Solid Waste	8,626
Cemetery	11,182
Santa Clara Convention Center	1,548,354
Santa Clara Stadium Authority	16,745,392
	<u>42,636,802</u>
Total Business-Type Activities	<u>\$ 42,636,802</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS

A. Summary of Long-Term Obligations

<u>Type of Indebtedness</u>	<u>Issue Date</u>	<u>Final Maturity</u>	<u>Interest rate</u>
Governmental Activity Debt:			
General Long-Term Debt:			
General obligation bonds			3.65%
2010 City of Santa Clara Lease Agreement	7/13/2010	7/1/2022	3.65%
2013 Refunding Certificates of Participation	3/28/2012	2/1/2032	2%-3.75%
Unamortized Premium/Discount			
Subtotal Government Activity Debt			
Business-Type Activity Debt:			
Electric Utility:			
2013 Series A Revenue Bonds	4/24/2013	7/1/2022	3%-5%
2018 Series A Revenue Bonds	12/18/2018	7/1/2027	0.05
Unamortized Premium/Discount			
Santa Clara Stadium Authority ⁽²⁾ :			
Term A loan	6/19/2013	4/1/2039	5.00%
Subtotal Business Activity Debt-Bonds and Loan			
Direct borrowing:			
Electric Utility:			
2020-1 Series Revenue Bonds	4/10/2020	7/1/2032	1.74%
2020-2 Series Revenue Bonds	4/10/2020	7/1/2028	1.31%
2020-3 Series Revenue Bonds	4/10/2020	7/1/2024	0.58%
Sewer Utility:			
2016 Trimble Road Loan	3/8/2016	2/1/2031	2.14%
2020 Sewer Installment Sale Agreement	6/11/2020	7/1/2024	Variable
Santa Clara Stadium Authority ⁽²⁾ :			
StadCo CFD Advance ⁽¹⁾	4/1/2013	12/31/2054	5.73%
StadCo Subordinated Loan	3/28/2012	3/31/2043	5.50%
Subtotal Business Activity Debt from Direct Borrowing			
Subtotal Enterprise Activity Debt			
Total Long-Term Debt Obligations			

(1) Payments are made as the Mello-Roos tax is collected and transmitted to the Community Facilities District (CFD) by the hotels in the District.

(2) Stadium Authority's long-term obligations are based on a March 31 fiscal year end. (see Note 1D)

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

<u>Authorized</u>	<u>Outstanding as of June 30, 2020</u>	<u>Additions, Transfers, and Amort. of Discounts</u>	<u>Debt Retired / Defeased</u>	<u>Outstanding as of June 30, 2021</u>	<u>Current Portion</u>
\$ 10,207,000	\$ 2,095,000	\$ -	\$ 1,030,000	\$ 1,065,000	\$ 1,065,000
18,540,000	12,905,000	-	900,000	12,005,000	940,000
	637,987	(54,296)	-	583,691	-
<u>28,747,000</u>	<u>15,637,987</u>	<u>(54,296)</u>	<u>1,930,000</u>	<u>13,653,691</u>	<u>2,005,000</u>
64,380,000	12,980,000	-	4,115,000	8,865,000	4,320,000
48,800,000	44,595,000	-	4,485,000	40,110,000	4,785,000
	5,272,631	(753,233)	-	4,519,398	-
<u>282,794,108</u>	<u>257,514,240</u>	<u>-</u>	<u>13,354,000</u>	<u>244,160,240</u>	<u>14,022,000</u>
<u>395,974,108</u>	<u>320,361,871</u>	<u>(753,233)</u>	<u>21,954,000</u>	<u>297,654,638</u>	<u>23,127,000</u>
52,985,000	52,985,000	-	-	52,985,000	-
34,315,000	34,315,000	-	-	34,315,000	-
16,720,000	16,720,000	-	980,000	15,740,000	3,900,000
12,000,000	9,144,796	-	745,719	8,399,077	761,763
50,000,000	20,000,000	-	-	20,000,000	-
38,000,000	28,832,979	1,050,753	380,839	29,502,893	-
<u>233,138,533</u>	<u>38,917,384</u>	<u>-</u>	<u>15,784,958</u>	<u>23,132,426</u>	<u>4,655,282</u>
<u>437,158,533</u>	<u>200,915,159</u>	<u>1,050,753</u>	<u>17,891,516</u>	<u>184,074,396</u>	<u>9,317,045</u>
<u>833,132,641</u>	<u>521,277,030</u>	<u>297,520</u>	<u>39,845,516</u>	<u>481,729,034</u>	<u>32,444,045</u>
<u>\$ 861,879,641</u>	<u>\$ 536,915,017</u>	<u>\$ 243,224</u>	<u>\$ 41,775,516</u>	<u>\$ 495,382,725</u>	<u>\$ 34,449,045</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

B. City's Long-term Obligations

2010 City of Santa Clara Lease Agreement

On July 13, 2010, the City entered into a new agreement with the PFFC in order to provide funds for the refunding of the City's 1997 Certificates of Participation for the Police Administration building. The PFFC entered into a separate agreement with the assignee, Bank of America, N.A. Debt Service on the new Lease Agreement is secured by lease payments made by the City to the assignee for use of the Police Administration site. On March 22, 2012, Bank of America sold and transferred the agreement to Capital One Public Financing, LLC with no change to the terms, covenants, or conditions of the contract or the payment schedule.

In the event of default there is no remedy of acceleration of the total lease payments. The City will be liable only for the lease payments on an annual basis.

2013 Central Park Library Refunding Certificates of Participation (2013 COPs)

On March 28, 2013, the PFFC issued \$18.54 million to provide funds to refund outstanding 2002A COPs. The 2013 COPs mature annually beginning February 1, 2014 through February 1, 2032 and bear coupon rates ranging from 2% to 3.75%. Debt Service is secured by lease payments to be made by the City to the PFFC for use of the library. The PFFC assigns the lease payments to the certificate owners.

In the event of default there is no remedy of acceleration of the total lease payments nor the maturities of the Certificates. The City will be liable only for the lease payments on an annual basis, and in the event of default, the trustee would be required to seek a separate judgement each year for that year's defaulted lease payments.

Compliance

Various debt agreements governing the City's bonds contain a number of covenants, including continuing disclosure requirements. The City is in compliance with these specific covenants and all other material covenants governing the particular bond issues. No event of default, as defined in the bond indentures, has occurred or is occurring.

Various debt agreements governing the Enterprise Funds' revenue bonds contain a number of covenants, including those that require the City to maintain and preserve the respective enterprise in good repair and working order, to maintain certain levels of insurance and to fix and collect rates, fees and charges so as to maintain certain debt coverage ratios. The City is in compliance with these specific covenants and all other material covenants governing the particular revenue bond issues. No event of default as defined in the bond indentures has occurred or is occurring.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

C. Enterprise Funds

Electric Utility

Electric Revenue Refunding Bonds, Series 2013A

On April 24, 2013, the City issued \$64.38 million of the Electric Revenue Bonds, Series 2013A (Electric 2013A Bonds), to provide funds, together with other available moneys, to refinance outstanding Electric 2003A Bonds. The Electric 2013A Bonds mature annually beginning on July 1, 2014 through July 1, 2028 and bear coupon rates ranging from 3.00% to 5.00%. Debt service on the Electric 2013A Bonds is secured by a pledge of net revenues of SVP.

As of April 1, 2020, \$43.705 million of the Electric 2013A Bonds were outstanding and \$30.725 million would be callable at par beginning January 1, 2023. With the passage of the Tax Cuts and Jobs Act on December 22, 2017 (“tax reform”), the tax legislation eliminated advance refunding of tax-exempt bonds beginning Jan 1, 2018, and therefore tax-exempt advance refunding is no longer a refinancing option.

On April 10, 2020, SVP refinanced \$30.725 million callable portion of the outstanding principal amount of Electric 2013 A Bonds through a direct placement with Bank of America, N.A. under a Taxable to Tax-Exempt Conversion structure. The refunding resulted in overall debt service savings of \$1,706,384. The net present value of the debt service savings is called an economic gain and after an addition for prior funds on hand of \$203 amounted to \$1,703,470. See Notes below for Subordinated Electric Revenue Refunding Bonds, Series 2020-2.

As of June 30, 2021, \$8.865 million non-callable principal of Electric 2013A Bonds were outstanding. In the event of default, SVP will transfer to the trustee all adjusted net revenues held by it and received thereafter and the trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

Electric Revenue Refunding Bonds, Series 2018A

On December 18, 2018, SVP issued \$48.8 million of Electric Revenue Refunding Bonds, Series 2018A (Electric 2018A Bonds) to refinance \$54.58 million outstanding principal amount of Variable Rate Demand Electric Revenue Refunding Bonds, Series 2008B and terminate a related swap agreement. The Electric 2018A Bonds bear 5% coupon rate, mature annually beginning on July 1, 2019 through July 1, 2027, and were sold at an All-In True Interest Cost of 2.32%. Debt service on the Electric 2018A Bonds is secured by a pledge of net revenues of SVP.

In the event of default, the City will transfer to the trustee all adjusted net revenues held by it and received thereafter and the Trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

Subordinate Electric Revenue Refunding Bonds, Series 2020-1

The City Council determined that it was in the best interests of the City to enter into a credit facility with a bank for the purpose of refunding all of the outstanding Electric 2011A Bonds; and for the indebtedness created under such credit facility to be evidenced by a subordinate electric revenue bond to be issued by the City and delivered to the Bank as authorized by Resolution No. 20-8834 adopted by the City Council on April 7, 2020.

On April 10, 2020, the City entered into a loan agreement with Bank of America, N.A., (the “Loan Agreement”) and issued \$52.985 million of Subordinate Electric Revenue Refunding Bonds, Series 2020-1 (Electric 2020-1 Bonds) to refinance \$54.830 million outstanding principal amount of Electric Series 2011A Bonds under a Taxable to Tax-Exempt Conversion structure. The Electric 2020-1 Bonds were originally issued as taxable bonds with coupon rates of 1.74% and were converted to a tax-exempt rate of 1.36% per annum effective April 2, 2021. The Electric 2020-1 Bonds mature annually beginning on July 1, 2028 through July 1, 2032 and were sold at a true interest cost of 1.43% with an average coupon rate of 1.40%. Debt service on the Electric 2020-1 Bonds is secured by a pledge of Available Electric Revenues of SVP on a basis subordinate to outstanding Senior Electric Revenue Bonds, if any.

Subordinate Electric Revenue Refunding Bonds, Series 2020-2

The City Council determined that it was in the best interests of the City to enter into a credit facility with a bank for the purpose of refunding a portion of the outstanding Electric 2013A Bonds; and for the indebtedness created under such credit facility to be evidenced by a subordinate electric revenue bond to be issued by the City and delivered to the Bank as authorized by Resolution No. 20-8834 adopted by the City Council on April 7, 2020.

On April 10, 2020, the City entered into a loan agreement with Bank of America, N.A. and issued \$34.315 million of Subordinate Electric Revenue Refunding Bonds, Series 2020-2 (Electric 2020-2 Bonds) to refinance \$30.725 million of the callable portion of the outstanding Electric Revenue Refunding Bonds, Series 2013 A. The Electric 2020-2 Bonds bear 1.31% coupon rates, mature annually beginning on July 1, 2023 through July 1, 2028, and were sold at a true interest cost of 1.21% with an average coupon rate of 1.15%. Electric 2020-2 Bonds were priced at taxable rates and will convert to tax-exempt at the earlier of the call date of January 1, 2023 or the reversal of the advance refunding prohibition. Both the taxable rate and tax-exempt rate at conversion were fixed at the time of issuance. Debt service on the Electric 2020-2 Bonds is secured by a pledge of Available Electric Revenues of SVP on a basis subordinate to outstanding Senior Electric Revenue Bonds, if any.

Subordinate Electric Revenue Refunding Bonds, Series 2020-3

The City Council determined that it was in the best interests of the City to enter into a credit facility with a bank for the purpose of refunding of the outstanding Electric Series 2014; and for the indebtedness created under such credit facility to be evidenced by a subordinate electric revenue bond to be issued by the City and delivered to the Bank as authorized by Resolution No. 20-8834 adopted by the City Council on April 7, 2020.

On April 10, 2020, the City issued \$16.720 million of Subordinate Electric Revenue Refunding Bonds, Series 2020-3 (Electric 2020-3 Bonds) to refinance \$19.413 million outstanding principal amount of

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

Subordinated Electric Revenue Bonds, Series 2014. The Electric 2020-3 Bonds bear 0.58% coupon rates, mature annually beginning on July 1, 2020 through July 1, 2024, and were sold at a true interest cost of 0.70%. Debt service on the Electric 2020-3 Bonds is secured by a pledge of Available Electric Revenues of SVP on a basis subordinate to outstanding Senior Electric Revenue Bonds, if any.

In the event of default under the loan agreement for the 2020-1 bonds, 2020-2 bonds or 2020-3 bonds (including a failure by the City to pay principal or interest on the related bonds, a failure by the City to perform or observe its covenants, a default in other specified indebtedness or obligations of the City, certain acts of bankruptcy or insolvency, or other specified events of default), the Bank has the right, upon written notice to the City, to accelerate and declare the City's obligation to repay the related bonds and all other obligations of the City to the Bank under such loan agreement to be immediately due and payable.

Pledges of Future Electric Revenues

The pledge of future Electric Fund revenues ends upon repayment of all outstanding principal on bonds and loans, which is scheduled to occur in fiscal year 2032-33. For fiscal year 2020-21, Electric Fund revenues, including operating revenues and non-operating interest earnings, amounted to \$501.4 million and operating costs including operating expenses, but not interest, depreciation or amortization amounted to \$407.6 million. Net revenues available for debt service amounted to \$93.8 million which represented a coverage ratio of 6.8 on the \$13.8 million of debt service.

Sewer Utility

Installment Sale Agreement, Series 2016

On March 8, 2016, the City entered into an Installment Sale Agreement with the PFFC in order to provide funds for the Trimble Road Trunk Sanitary Sewer Improvement Project (the "Project"). The PFFC entered into a separate Assignment Agreement with the DNT Asset Trust, a wholly owned subsidiary of JP Morgan Chase National Association (the "Agreement"), to assign its rights under the Installment Sale Agreement to DNT Asset Trust. The Agreement, in the amount of \$12,000,000, carries an interest rate of 2.14% and the final payment is due February 1, 2031. Installment payments on the Agreement are secured by a pledge of net revenues of the Wastewater System. Net revenue of \$13.9 million was available for debt service payments of \$0.7 million.

In the event of default there is no remedy of acceleration of the total installment payments. The City will be liable only for the installment payments as they become due during the terms of the agreement. There are no significant finance-related consequences for termination.

Installment Sale Agreement, Series 2020

On June 11, 2020, the City entered into an Installment Sale Agreement (the "ISA") with the PFFC to provide funds for the San Jose/Santa Clara Regional Wastewater Facility Project (the "Project"). The PFFC entered into a separate Assignment Agreement with JPMorgan Chase Bank, N.A. (the "Assignment Agreement"), to assign its rights under the ISA to JPMorgan Chase Bank, N.A. The ISA in the amount of \$50,000,000 carries a variable rate of interest equal to 80% of 1-month LIBOR (reset daily), plus .95% per annum. The City may draw on the Installment Sale Agreement as necessary with an initial \$20,000,000 drawn on the date of closing. Interest is due each January 1 and July 1, commencing January 1, 2021. Principal on outstanding

CITY OF SANTA CLARA
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For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

advances is due on or before July 1, 2024. In addition, the PFFC shall pay an undrawn fee on any amount not yet drawn at a rate of .325% per annum on each interest payment date. Installment payments on the Agreement are secured by a pledge of net revenues of the Wastewater System on a subordinate basis to the Trimble Road Installment Payments. Net revenue of \$13.9 million less the Installment Sale Agreement, Series 2016 debt service payment of \$0.7 million are available for future payments.

In the event of default there is no remedy of acceleration of the total installment payments. The City will be liable only for the installment payments as they become due during the terms of the agreement. There are no significant finance-related consequences for termination.

Santa Clara Stadium Authority

Stadium Funding Trust Loan

The Restated Credit Agreement by and among FinanceCo, the Stadium Authority and Goldman Sachs Bank was entered into on June 19, 2013. FinanceCo agreed to loan the Stadium Authority up to \$450 million. Under the Restated Credit Agreement, the loan from FinanceCo consists of the Term A Loan and the Term B Loan. On March 31, 2016, the Stadium Authority paid the remaining amount due on the Term B Loan.

Term A Loan

The Term A Loan was made in the amount of \$282.79 million. This loan bears interest at a fixed rate of 5.00%, payable semi-annually, with annual principal payments due beginning in April 2018. The Term A Loan has a maturity date of April 1, 2039 and is subject to certain prepayment premiums. The loan was fully drawn at closing. As of March 31, 2021, \$244.2 million was outstanding.

StadCo CFD Advance

In May of 2010, the City of Santa Clara completed the proceedings to establish a Community Facilities District (CFD) for the purpose of financing certain publicly owned facilities and public services associated with Levi's Stadium.

On June 11, 2013, the CFD, the Stadium Authority, and StadCo entered into a Reimbursement Agreement under which the CFD would agree to reimburse the Stadium Authority for costs of certain publicly owned facilities and public services constructed for Levi's Stadium. The reimbursement can only be made from a special tax generated by the CFD, as and when received by the CFD.

StadCo has agreed to advance to the Stadium Authority funds to pay for the CFD Infrastructure (StadCo CFD Advance). To evidence the Stadium Authority's obligation to repay the StadCo CFD Advance, the Stadium Authority and StadCo also executed a note on June 11, 2013. The StadCo CFD Advance has a maximum principal of \$38 million and an interest rate of 5.73%.

During the year ended March 31, 2021, as the special CFD tax was submitted to the Stadium Authority, a number of payments were made on the StadCo CFD Advance. These payments were made mid-way through each quarter. The interest that accrued between the last StadCo CFD Advance payment and the end of the year is added to principal. These payments totaled \$1.98 million, which included \$1.6 million in interest and \$381 thousand in principal. The Stadium Authority made \$965 thousand in payments and added the

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

remaining unpaid balance to the principal during the year. As of March 31, 2021, \$29.5 million was outstanding, which includes \$1.1 million of interest added to principal as of March 31, 2021.

StadCo Subordinated Loan

The Restated StadCo Obligations Agreement dated as of June 19, 2013 was entered into by and between StadCo and the Stadium Authority as part of the take-out financing process. Under the Restated StadCo Obligations Agreement, StadCo will loan the Stadium Authority an amount not to exceed \$500 million with a fixed 5.50% interest rate. Required principal repayments started in March 2016 and the Stadium Authority may prepay the loan at any time.

Payments totaling \$19.1 million were made on the loan during the year. This included a \$15.8 million in principal prepayment and \$3.3 million in interest. The high principal and interest payment is due to timing of disbursements of funds for prior year's payments that was previously recorded as a payable, which represented \$15.4 million. As of March 31, 2021, \$23.1 million was outstanding.

D. Derivative Instruments

Under hedge accounting, the increase (decrease) in the fair value of a hedge is reported as a deferred cash flow hedge on the statement of net position. For the reporting period, all of SVP's derivatives meet the hedge effectiveness tests defined by GAAP.

Notional Amounts and Fair Values- SVP Future Derivative Instruments

SVP maintains a Market Risk Management Policy, which among other things, sets forth the guidelines for the purchase and sale of certain financial instruments defined as hedge instruments in support of market power purchase and sales transactions. The primary goal of these guidelines is to provide a framework for the operation of an energy price hedging program to better manage SVP's risk exposure in order to stabilize pricing and costs for the benefit of SVP and its customers.

Consistent with hedge accounting treatment meeting effectiveness tests, changes in fair value are reported as deferred flows of resources on the statement of net position until the contract expiration that occurs in conjunction with the hedged expected energy purchase/sales transaction. When hedging contracts expire, at the time the purchase/sales transactions occur, the deferred balance is recorded as a component of Purchased Power. For energy derivatives, fair values are estimated by comparing contract prices to forward market prices quoted by third party market participants.

SVP had the following future derivative instruments outstanding at June 30, 2021 with Archer Daniels Midland Company to hedge cash flows on sales of excess resources in CAISO market in the future months.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

Notional Amount (MWh)		Effective Date	Maturity Date	Average Price	Fair Value		Change in Fair Value	
Long	Short				Classification	Amount	Classification	Amount
20,800		4/1/2021	6/30/2021	\$44.00	Derivative Instrument	\$ 249,808	Deferred inflow	\$ 249,808
20,800		4/19/2021	7/31/2021	26.25	Derivative Instrument	61,984	Deferred inflow	61,984
20,800		4/19/2021	8/31/2021	26.50	Derivative Instrument	1,028,560	Deferred inflow	1,028,560
20,000		4/19/2021	9/30/2021	23.00	Derivative Instrument	264,000	Deferred inflow	264,000
						<u>\$ 1,604,352</u>		<u>\$ 1,604,352</u>

Notional Amount (MMBtu)		Effective Date	Maturity Date	Average Price	Fair Value		Change in Fair Value	
Long	Short				Classification	Amount	Classification	Amount
8,070,000		7/1/2020	12/31/2025	\$2.42	Derivative Instrument	\$ 4,116,155	Deferred inflow	\$ 4,116,155
8,225,000		1/1/2021	12/31/2025	0.56	Derivative Instrument	4,189,200	Deferred inflow	4,189,200
14,610,000		1/1/2022	12/31/2025	2.64	Derivative Instrument	3,122,390	Deferred inflow	3,122,390
14,610,000		1/1/2022	12/31/2025	1.03	Derivative Instrument	25	Deferred inflow	25
						<u>\$ 11,427,770</u>		<u>\$ 11,427,770</u>
Grand Total						<u>\$ 13,032,122</u>		<u>\$ 13,032,122</u>

Credit risk

Credit risk is the risk of loss due to a counterparty defaulting on its obligations. SVP is exposed to credit risk if hedging instruments are in asset positions. In order to eliminate counterparty credit risk, SVP has transacted both long term power and gas contracts on the Futures market on Intercontinental Exchange (ICE). As of June 30, 2021, all SVP's open derivative power and gas contracts were in an asset position, and the fair values of all open contracts were positive. The open contract was with ADM Investor Service, Inc., a clearing member of ICE and a company of Archer Daniels Midland Company who was rated A by Standard & Poor's as of June 30, 2021.

SVP's policy for requiring collateral on hedging instruments varies based on individual contracts and counterparty credit ratings. Under the brokerage agreements with Archer Daniels Midland Company, the accounts are prefunded by SVP. If the account value falls below zero, margin calls are invoked. At June 30, 2021, SVP had posted collateral of \$5,522,664 deposited with CAISO and Archer Daniels Midland Company for wholesale trading.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

It is also SVP's policy to negotiate netting arrangements whenever it has entered into more than one bilateral transactions with counterparty. Under the terms of these arrangements, should one party become insolvent or otherwise default on its obligations, the non-defaulting party may accelerate and terminate all outstanding transactions and net their fair values so that a single amount will be owed by (or to) the non-defaulting party.

Termination Risk

SVP's futures contracts are traded over the counter and have no termination risk.

Price Risk

With respect to price risk under power Futures contracts, on purchase contracts (long positions), SVP receives the CAISO NP15 average daily rate at settlement and pays the fixed contracted rate entered into on the trade date; on sales contracts (short positions), SVP pays the CAISO NP15 average daily rate at settlement and receives the fixed contracted rate entered into on the trade date. With respect to price risk under gas Futures contracts, on purchase contracts (long positions), SVP receives PG&E Citygate average daily price at settlement and pays the fixed contracted rate entered into on the trade date; on sales contracts (short positions), SVP pays the PG&E Citygate average daily price at settlement and receives the fixed contracted rate entered into on the trade date. SVP is exposed to risk because the contract prices are different from the settlement prices.

E. Repayment Requirements

As of June 30, 2021, the debt service requirements to maturity for the City's long-term obligations, with determinable payment dates and the funds from which payment will be made are as follows:

For the Year Ending June 30	Government Activities		Business-Type Activities (excluding Santa Clara Stadium Authority)			
	Lease and COPs		Bonds		Debt from direct borrowing	
	Principal	Interest	Principal	Interest	Principal	Interest
2022	\$ 2,005,000	\$ 496,438	\$ 9,105,000	\$ 2,221,125	\$ 4,661,763	\$ 1,243,641
2023	980,000	420,275	9,655,000	1,752,125	4,703,152	1,362,384
2024	1,030,000	371,275	5,440,000	1,374,750	30,494,893	1,218,281
2025	1,085,000	319,775	5,795,000	1,093,875	10,476,995	1,119,831
2026	1,120,000	285,869	6,005,000	798,875	6,739,465	1,031,663
2027-2031	6,185,000	823,331	12,975,000	657,125	53,587,809	3,545,513
2032-2034	665,000	24,938	-	-	20,775,000	244,766
	<u>\$ 13,070,000</u>	<u>\$ 2,741,901</u>	<u>\$ 48,975,000</u>	<u>\$ 7,897,875</u>	<u>\$ 131,439,077</u>	<u>\$ 9,766,078</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INVESTMENTS (continued)

Reconciliation of Long-term Obligations

Principal Outstanding as Reported in Government Activities	\$ 13,070,000
Principal Outstanding as Reported in Business Type Activities	<u>180,414,077</u>
Total Principal Outstanding as Reported	193,484,077
Principal Outstanding - Stadium Authority ⁽¹⁾	296,795,559
Unamortized Discount/Premium	<u>5,103,089</u>
Total Long-term Obligations	<u>\$ 495,382,725</u>

(1) The principal outstanding for Stadium Authority is as of March 31, 2021. Please refer to Santa Clara Stadium Authority's separately issued Financial Statements Note 5 for details.

F. Debt Limitations and Restrictions

The amounts of the City's legal debt limit and debt margin (as defined by Section 1309 of the City Charter) as of June 30, 2021, is \$7.5 billion. There are a number of limitations and restrictions contained in the various bond indentures. The City is in compliance with all significant limitations, covenants, and restrictions.

G. Arbitrage

According to the regulations set forth by the U. S. Treasury Department, for bond issues subject to arbitrage rebate, earnings in excess of the stated bond rate must be rebated to the federal government every five years. As of June 30, 2021, the City has twelve outstanding bond issues that are subject to the arbitrage rebate regulations. The City monitors the earnings on each of these issues and records any accrued rebate liability at the end of each individual bond year.

NOTE 11 - SOLID WASTE LANDFILL CLOSURE

The City of Santa Clara All Purpose Landfill (Landfill) was closed in September 1993. Federal and state laws and regulations require closure activities such as removal of landfill structures, decommissioning of environmental control systems, site security, and final cover construction and postclosure care such as ongoing monitoring of environmental impact. The City's postclosure plan (Plan) accepted by the California Integrated Waste Management Board, which is now the California Department of Resources Recycling and Recovery (CalRecycle), addresses all the attendant issues. Based on the Plan and pertaining laws and regulations, an estimated Landfill Postclosure Care Cost Obligation is recorded and updated annually. The postclosure care liability is accrued in the Solid Waste Enterprise Fund in accordance with GAAP. This obligation is payable from solid waste user fees.

The City also has a Pledge of Revenue Agreement establishing financial assurance for postclosure maintenance of the Landfill with CalRecycle, which was adopted on October 12, 1999. Financial assurance in the amount of \$600,000 will be maintained in a separate account. In addition, the agreement requires funds to be pledged annually for post-closure maintenance and corrective action costs.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 11 – SOLID WASTE LANDFILL CLOSURE (continued)

The City has pledged \$235,000 for postclosure maintenance expenses and \$201,000 for corrective action in 2021-22. These amounts are subject to annual inflation factors, as stipulated by CalRecycle.

At June 30, 2021, a liability in the amount of \$5,695,059 was reported based on the estimated remaining postclosure care costs to meet the regulatory requirements. During fiscal year 2021, the City incurred post-closure expenses of \$460,393 and increased the liability by \$560,081 based on revised estimates of future costs. The estimated liability is based on the amount that would be paid if all equipment, facilities, and services required to monitor and maintain the landfill were acquired as of June 30, 2021. However, the actual cost of postclosure care and corrective action may be higher or lower due to inflation, changes in technology, or changes in landfill laws and regulations.

NOTE 12 – PARTICIPATION IN JOINT VENTURES

A. Investments in Joint Venture

The City participates in significant joint ventures: Northern California Power Agency (NCPA), the Transmission Agency of Northern California (TANC), San Jose-Santa Clara Water Pollution Control Plant and Clean Water Financing Authority (SJSC), M-S-R Energy Authority (MSR EA), M-S-R Public Power Agency (MSR PPA) and Silicon Valley Animal Control Authority (SVACA).

The separately issued financial statements of these joint ventures (as noted below) are available on request.

	Date of latest audited financial statement	Joint Venture's address
NCPA	6/30/2020	651 Commerce Dr. Roseville, CA 95678
TANC	6/30/2020	P.O. Box 15129 Sacramento, CA 95851
SJSC	6/30/2020	200 E. Santa Clara St. San Jose, CA 95113
MSR EA	12/31/2020	P.O. Box 4060 Modesto, CA 95352
MSR PPA	12/31/2020	P.O. Box 4060 Modesto, CA 95352
SVACA	6/30/2020	3370 Thomas Road Santa Clara, CA 95051

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

The City’s basic financial statements reflect the following investments in joint ventures as of June 30, 2020 (latest information available):

	<u>Participating percentage</u>	<u>Investment</u>	<u>Method of accounting</u>
NCPA			
Geothermal	44.39%		
Hydroelectric	37.02%		
Combustion Turbine	41.67%	\$37,566,136	Equity
Lodi Energy Center	25.75%		
TANC	9.74%	5,106,945	Equity
SJSC ⁽¹⁾	19.46%	181,568,804	Equity
MSR EA	33.40%	-	Suspended
MSR PPA	35.00%	-	Suspended
SVACA	56.50%	4,701,248	Equity
Total		<u>\$228,943,133</u>	

(1) The investment in San Jose/Santa Clara Regional Wastewater Facility includes the current year capital contribution.

B. Contingent Liability

Under the terms of the various joint venture agreements, the City is contingently liable for a portion of the long-term debt of the entities under take-or-pay agreements, letters of credit, guarantees or other similar agreements. Based on the most recent audited financial statements of the individual joint ventures as of June 30, 2020, the City was contingently liable for long-term debt as follows (in thousands):

	<u>Total Debt</u>	<u>Participating Share</u>	<u>Contingent Liability</u>
NCPA	\$ 641,046	32.94%	\$ 211,167
TANC	171,990	9.65%	16,599
SJSC	112,376	19.46%	21,869
MSR PPA	51,595	35.00%	18,058
Total	<u>\$ 977,007</u>		<u>\$ 267,693</u>

In addition, the City would, under certain conditions, be liable to pay a portion of the costs associated with the operations of the entities. Under certain circumstances, such as default or bankruptcy of the other participants, the City may also be liable to pay a portion of the debt of these joint ventures on behalf of those participants and seek reimbursement from those participants.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

Take-or-Pay commitments expire upon final maturity of outstanding debt for each project. Final fiscal year debt expirations as of June 30, 2020 are as follows:

Project	Debt Expiration	Entitlement Share %	Debt Service Share %
NCPA - Geothermal Project (NGP)	July-2024	44.3905%	44.3905%
NCPA - Hydroelectric Project (NHP)	July-2032	37.0200%	37.0200%
NCPA - Lodi Energy Center (NLEC) ⁽¹⁾	June-2040	25.7500%	30.9657%
TANC - CA-OR Transmission Project (COTP)	May-2039	9.7386%	9.6512%
MSR PPA - San Juan Plant	July-2022	35.0000%	35.0000%

(1) The SVP's debt service share in NLEC on issue one is 46.1588%, on issue two is 0%.

A summary of the City's "Take-or-Pay" contracts and related projects and its contingent liability for the debt service including principal and interest payments at June 30, 2020 is as follows (latest information available):

Fiscal Year	NGP	NHP	NLEC	COTP	MSR PPA	Total
2021	\$ 2,195,431	\$ 12,827,022	\$ 7,568,602	\$ 1,003,914	\$ 9,712,500	\$ 33,307,469
2022	2,197,534	12,858,730	7,566,771	1,003,698	9,711,100	33,337,833
2023	2,198,863	12,870,163	7,567,678	1,008,307	-	23,645,011
2024	1,541,819	14,375,558	7,565,130	1,348,027	-	24,830,534
2025	1,545,765	14,399,154	7,565,513	1,465,120	-	24,975,552
2026-2030	-	39,531,862	38,473,227	7,324,272	-	85,329,361
2031-2035	-	25,115,772	38,621,389	7,324,708	-	71,061,869
2036-2040	-	-	38,616,265	5,859,927	-	44,476,192
2041	-	-	7,080,593	-	-	7,080,593
Total	\$ 9,679,412	\$ 131,978,261	\$ 160,625,168	\$ 26,337,973	\$ 19,423,600	\$ 348,044,414

C. Northern California Power Agency (NCPA)

NCPA was formed in 1968 as a joint powers agency in the State of California. Its membership consists of sixteen public agencies. NCPA is generally empowered to sell, purchase, generate, transmit, manage electrical energy and provide regulatory and legislative advocacy. Members participate in the projects of NCPA on an elective basis. Therefore, the participation percentage varies for each project in which it participates.

A Commission comprised of one representative for each member governs NCPA. The Commission is responsible for the general management of the affairs, property, and business of NCPA. Under the direction of the General Manager, the staff of NCPA is responsible for providing various administrative, operating and planning services for NCPA and its associated power corporations.

Project Financing and Construction

NCPA's project construction and development programs have been individually financed by project revenue bonds collateralized by NCPA's assignment of all payments, revenues and proceeds associated with its interest in each project. Each project participant has agreed to pay its proportionate share of debt service and

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

other costs of the related project, notwithstanding the suspension, interruption, interference, reduction or curtailment of output from the project for any reason. Certain of the revenue bonds are additionally supported by municipal bond insurance credit enhancements.

Hydroelectric Project

NCPA is contracted to finance, manage, construct, and operate Hydroelectric Project Number One for the licensed owner, Calaveras County Water District (CCWD). In exchange, NCPA has the right to the electric output of the project for 50 years from February 1982. NCPA also has an option to purchase power from the project in excess of the CCWD's requirements for the subsequent 50 years, subject to regulatory approval.

Geothermal Project

The NCPA Geothermal Plants have historically experienced greater than anticipated declines in steam production from the existing geothermal wells. Although initially operated as baseload generation projects at full capability (238MW), NCPA changed its steam field production from baseload to load-following and reduced average annual steam production. Along with other steam field operators in the area, the Agency began implementing various operating strategies to further reduce the rate of decline in steam production. The Agency has modified both steam turbine units and the associated steam collection system to enable generation with lower pressure steam at higher mass-flow rates to optimize the utilization of the available steam resource. In fiscal year 2019-20, NCPA began a well-workover program to restore underperforming wells.

Based upon current operation protocols and forecasted operations, NCPA expects average annual generation and peak capacity to decrease further, reaching approximately 68 MW by the year 2040.

Combustion Turbine Project No. 1

NCPA owns five dual (natural gas and fuel oil) combustion turbine units, each of which is nominally rated at 25 MW, which are collectively known as the Combustion Turbine Project No. 1. These units were completed in 1986 and are designed to provide peak power and reserve requirements and emergency support. Each purchaser is responsible under its power sales contract for paying an entitlement share in Combustion Turbine Project No. 1 of all NCPA's costs of such project.

Lodi Energy Center

On May 24, 2010, SVP entered into an agreement with NCPA for a 25.75% interest in the Lodi Energy Center, a 280 MW combined cycle natural gas fired power plant, located in Lodi, California. The project received approval from the California Energy Commission in April 2010 and was placed into operation in November 2012. In January 2020, the Lodi Energy Center suffered a catastrophic turbine failure. NCPA replaced the turbine with a newer state-of-the-art turbine which could use hydrogen as a cleaner fuel source. The majority of the replacement cost was covered by NCPA's insurance resulting in relatively minimal financial impact to project participants.

D. Transmission Agency of Northern California (TANC)

TANC was organized under the California Government Code pursuant to a joint powers agreement entered into by 15 Northern California utilities. The purpose of TANC is to provide electric transmission and other

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

facilities for the use of its members through its authority to plan, acquire, construct, finance, operate and maintain facilities for electric power transmission. The joint powers agreement provides that the costs of TANC's activities can be financed or recovered through assessment of its members or from user charges through transmission contracts with its members. Each TANC member has agreed to pay a pro-rata share of the costs to operate TANC and for payment of debt service, and has the right to participate in future project agreements.

The joint powers agreement remains in effect until all debt obligations and interest thereon have been paid, unless otherwise extended by the members.

California-Oregon Transmission Project

TANC is a participant and also the Project Manager of the California-Oregon Transmission Project (Project), a 340-mile long, 500-kilovolt alternating current transmission project between Southern Oregon and Central California. As Project Manager, TANC is responsible for the overall direction and coordination of all Project operations and maintenance, additions and betterments, and for general and administrative support.

The Project was declared commercially operable on March 24, 1993, with a rated transfer capability of 1,600 megawatts and provides a third transmission path between the electric systems of the Pacific Northwest and those in California. The Project has successfully met and completed the major environmental requirements. As of June 30, 2020, the most recent data available, TANC's investment in the Project was \$541 million, less accumulated depreciation and amortization of \$283.8 million.

In connection with its participation in the Project, TANC has an entitlement balance of the Project's transfer capability of approximately 1,362 megawatts and is obligated to pay an average of approximately 80% of the operating costs associated with the Project. TANC incurred and initially capitalized all costs for project construction since they were expected to be recovered through reimbursement from Project participants and from the successful operations of the Project's transmission lines. The Project agreement among the participating members provides that each member agrees to make payments, from its revenues, to TANC for project costs incurred and for payment of debt service.

Santa Clara has historically been obligated to pay 20.47% of TANC's COTP operating and maintenance expenses and 20.70% of TANC's COTP debt service and 22.16% of the Vernon acquisition debt. Santa Clara has also been entitled to 20.4745% of TANC's share of COTP transfer capability (approximately 278 MW net of third party layoffs of TANC) on an unconditional take-or-pay basis. Starting on July 1, 2014 Santa Clara laid-off 147 MWs of this entitlement to other TANC members under a 25 year agreement. During the term of this agreement the parties taking on the entitlement will pay all associated debt service, operations and maintenance costs, and all administrative and general costs. Santa Clara's portion of the operating and maintenance expenses and the COTP debt service is 10.004 %.

E. San Jose/Santa Clara Regional Wastewater Facility and Clean Water Financing Authority (SJSC)

The City and the City of San Jose jointly own the San Jose/Santa Clara Regional Wastewater Facility, (RWF). The RWF provides wastewater treatment services to Santa Clara, San Jose, and seven other tributary agencies. The City of San Jose is the administering agency for the RWF. The San Jose/Santa Clara Clean

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NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

Water Financing Authority (Authority) was created in 1981 to provide financing for capital improvements at the RWF.

In 1959, the City and the City of San Jose entered into an agreement to construct and operate the RWF, (formerly referred to as the San Jose/Santa Clara Water Pollution Control Plant). Under the terms of the agreement, the cities own an undivided interest in the RWF and share in the capital and operating costs on a pro rata basis, determined by the ratio of each city's assessed valuation to the sum of both cities assessed valuations. Such percentages are determined annually and applied to the capital and operating costs of the RWF, determined on an accrual basis. For the fiscal year ended June 30, 2021, the City's portion of the plant capacity was approximately 19.46%, which is also its interest in the net position of the RWF.

Zero Waste Energy Development Company Ground Lease

On June 21, 2011, the San Jose City Council approved a ground lease with Zero Waste Energy Development Company (ZWED) to lease a portion of the former Nine Par landfill, which is a part of the San Jose/Santa Clara Regional Wastewater Facility lands. ZWED would lease the property in three phases. Under the terms of the proposed lease, ZWED will lease 40.7 acres from the City of San Jose for an initial term of seven years from the date of execution for all three leaseholds. The base rent for the initial phase (Phase 1) of the property would be payable as a proportional credit against the expenditure of site development costs estimated at \$11.8 million or as a payment of \$850,000 per year. Rent for the subsequent phases will be based on the amount of organic waste processed at the facility. Over the 30-year life of the lease, the estimate payment is a minimum of \$16.5 million. The incoming revenue will be distributed between the City of Santa Clara, City of San Jose, and the tributary agencies to the RWF based on the master agreements with each agency.

South Bay Water Recycling Program

The South Bay Water Recycling Program (SBWR), a regional water reclamation program, is part of an action plan adopted by the Regional Water Quality Control Board (RWQCB) which limits the RWF on the amount of effluent discharged into San Francisco Bay in order to prevent conversion of salt marsh and destruction of endangered species habitat. Flow limits are not included in the current five year permit from the RWQCB. SBWR has a master plan to guide the continued operation and potential expansion of the SBWR in the absence of the previous regulatory drivers. The master plan was completed in December of 2014 and accepted by the City of San Jose and the Santa Clara Valley Water District during fiscal year 2014-15.

Under the previously approved action plan, SBWR was required to reclaim 21.1 million gallons per day (MGD) of plant effluent for nonpotable use by November 1, 1997, (Phase 1) and an additional 24.30 MGD by December 31, 2000 (Phase 2). The action plan also requires assessment of alternatives for potable reuse, including a potable pilot plant to be coordinated with the Santa Clara Valley Water District. In addition to habitat preservation, the project reduces the mass trace contaminants discharged to the San Francisco Bay and provides a reliable source of water to offset potable water demands. The current master plan recognizes that primary drivers for the continued operation and expansion of the recycled water system are based in the need for water supply, rather than wastewater discharge reduction.

When first built, the SBWR distribution system included approximately 67 miles of pipe, a four million gallon reservoir, a transmission pump station, and two booster pump stations. These facilities were constructed between 1996 and 1998 at a capital cost of approximately \$140 million funded by the tributary

CITY OF SANTA CLARA
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NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

agencies, grants and bond proceeds. Santa Clara's share of Phase 1 costs was approximately \$20.07 million. Within Santa Clara, seven miles of distribution mains were added to the system in 2010 and 2011 and the entire SBWR distribution system now consists of over 140 miles of pipeline.

Proceeds from the City of San Jose 1995 Series A and B Bonds and other funds were used to pay for the City of San Jose's share of Phase 1. The City contributed existing capital reserves, existing recycled water distribution system, and additional construction of system extensions. Other sources for funding of Phase 1 include U.S. Bureau of Reclamation grants, State of California Revolving Fund loans, \$6.45 million transferred in fiscal year 1995 from the Clean Water Financing Authority to the City of San Jose Wastewater Treatment Plant Capital Fund, and cash contributions from other participating agencies. The 2010 and 2011 extensions of the distribution system were funded in part by a combination of grants from the American Recovery and Reinvestment Act of 2009 (ARRA) and the United State Bureau of Reclamation totaling \$10.4 million.

In June 1997, the RWQCB approved the Proposed Revision to the South Bay Action Plan (the Plan), which describes the projects necessary to reduce average dry weather effluent flow from the RWF to below 120 MGD and protect salt marsh habitat for endangered species in the South Bay as required by RWQCB Order 94-117. These projects include expanding the Phase 1 nonpotable water distribution system by extending additional piping, placing greater emphasis on water conservation programs, reducing infiltration inflow, augmenting stream flow, and creating wetlands. The estimated costs of \$127.5 million has been funded through a combination of State Revolving Fund loans, Equipment Replacement Reserves, Sewage Treatment Plant Connection Fees, federal grants, in-kind services and cash contributions.

F. M-S-R Public Power Agency (MSR PPA)

MSR PPA is a joint power agency formed in 1980 by the Modesto Irrigation District, the City and the City of Redding, California, to develop or acquire and manage electric power resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR PPA. The member's income and expense sharing ratio is as follows: Modesto Irrigation District – 50%; City of Santa Clara – 35%; and City of Redding – 15%.

The City's equity in MSR PPA's net losses exceeds its investment and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2020, the date of the latest available audited financial statements, the City's unrecognized share of member's deficit of MSR PPA was \$0.8 million. Under the joint exercise of power agreement, which formed MSR PPA, the City is responsible for funding up to 35 percent of MSR PPA's operating cost, to the extent such funding is necessary. During the year ended June 30, 2021, the City made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in the Electric Utility Enterprise Fund expenses.

MSR PPA's principal activity is a 28.8% ownership interest in a 507-megawatt unit of a coal-fired electricity generating plant located in New Mexico (San Juan Plant). The San Juan plant was jointly owned by the Public Service Company of New Mexico (PNM) (38.5%), MSR PPA (28.8%) and other municipal power entities (32.7%). On December 31, 2017, MSR PPA divested its ownership interest in the San Juan plant and no longer receives electric energy or capacity from the San Juan Generating Station.

In 2006, MSR PPA entered into a Wholesale Purchase and Sale Agreement and a Shaping and Firming Agreement with Avangrid Renewables, Inc. to provide renewable wind energy to the Members from the Big

CITY OF SANTA CLARA
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NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

Horn I Wind Energy Project (Big Horn I Project) with a nominal installed capacity of approximately 199.5 MW. The City receives the power purchased by MSR PPA from the Big Horn I Project. The City's share equates to approximately a 105 MW share of the output at a cost comparable to combined cycle gas-fuel generation. Power deliveries commenced on October 1, 2006 and will continue through September 30, 2026. Through an amendment of the original agreements MSR PPA has an obligation to continue to take the same output through September 30, 2031, or if the Big Horn Project is repowered MSR PPA will have a right of first offer to negotiate a long-term power purchase for such repowered project. The participation in this project is as follows: Modesto Irrigation District – 12.5%; City of Santa Clara – 52.5%; and City of Redding – 35%.

In 2009, MSR PPA entered into a Power Purchase Agreement and Redelivery Agreement with Avangrid Renewables Inc. to purchase additional wind power energy from the same site, called Big Horn II, with a nominal installed capacity of 50 MW for a twenty-year period. Deliveries of energy under this project began on November 1, 2010. The participation in this project is as follows: Modesto Irrigation District – 65%; City of Santa Clara – 35%.

M-S-R PPA San Juan

In 2015, the MSR PPA Commission approved a number of agreements (the "San Juan Restructuring Agreements") to provide for the interests of MSR PPA and certain other San Juan Participants (the "exiting participants") in the San Juan Generation Station to be transferred to the remaining San Juan Participants effective December 31, 2017. In addition to the ownership divestiture, the San Juan Restructuring Agreements provide for, among other things, the allocation of ongoing responsibility for decommissioning costs, mine reclamation costs and any environmental remediation obligations among the exiting participants and the remaining San Juan Participants, and the establishment and funding of mine reclamation and plant decommissioning trust funds. The San Juan Restructuring Agreements were subsequently executed by all nine San Juan Generation Station owners and PNM Resources Development Company (a non-utility affiliate of PNM) and, following receipt of regulatory approvals, became effective on January 31, 2016. Various other implementing agreements and amendments to existing San Juan project agreements to effect the restructuring have also been executed. Closing of the ownership restructuring of the San Juan Generation Station and the divestiture of MSR PPA's interests in San Juan Unit No. 4 was completed on schedule on December 31, 2017.

G. M-S-R Energy Authority (MSR EA)

MSR EA is a joint power agency formed in 2008 by the Modesto Irrigation District, the City of Santa Clara, and the City of Redding, California, to develop or acquire and manage natural gas resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR EA. The member's income and expense sharing ratio is as follows: Modesto Irrigation District – 33.3%; City of Santa Clara – 33.4%; and City of Redding – 33.3%.

The City's equity in MSR EA's net losses exceeds its investment and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2020, the date of the latest available audited financial statements, the City's unrecognized share of member's deficit of MSR EA was \$27.2 million. Under the joint exercise of power agreement, which formed MSR EA, the City is responsible for funding up to 33.4% of MSR EA's operating cost, to the extent such funding is necessary. During the year

CITY OF SANTA CLARA
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NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)

ended June 30, 2021, the City made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in the Electric Utility Enterprise Fund expenses.

In 2009, the City of Santa Clara, along with the Cities of Modesto and Redding participated in the M-S-R Energy Authority Gas Prepay Project. The Gas Prepay Project provides the City of Santa Clara, through a Gas Supply Agreement with MSR EA dated September 10, 2009, a secure and long-term supply of natural gas of 7,500 MM Btu (Million British thermal unit) daily or 2,730,500 MM Btu annually through December 31, 2012, and 12,500 MM Btu daily, or 4,562,500 MM Btu annually thereafter until September 30, 2039. The agreement provides this supply at a discounted price below the spot market price (the Pacific Gas & Electric City gate index) over the next 30 years. As of December 31, 2020, bonds issued by MSR EA to finance the City's share of the Gas Prepay Project were outstanding in the principal amount of \$500,200,000. These bonds were initially sold on August 27, 2009. Under the Gas Supply Agreement, MSR EA will bill the City for actual quantities of natural gas delivered each month on a "take-and-pay" basis. MSR EA has contracted with Citigroup Energy, Inc. ("CEI") to use the proceeds of the Gas Prepay bond issue to prepay CEI for natural gas. CEI has guaranteed repayment of the bonds, and responsibility for bond repayment is non-recourse to the City of Santa Clara. Moreover, any default by the other Gas Prepay Project participants is also non-recourse to the City.

H. Silicon Valley Animal Control Authority

The City is a member of the Silicon Valley Animal Control Authority, (SVACA), established in 2000 to deliver animal control and sheltering services to three communities: the cities of Santa Clara, Campbell, and Monte Sereno. SVACA provides field and shelter services and staffing to support adoption and spay/neuter programs. SVACA purchased and retrofitted an existing cold-shell office building in Santa Clara that became a fully operating animal shelter. The shelter opened in the third quarter of 2006. SVACA is governed by a Board of Directors comprised of one appointed Councilmember from each of the four member cities.

During the fiscal year ended June 30, 2021, the City of Santa Clara contributed \$1,063,542 to SVACA. The City's equity interest in SVACA was \$4,701,248 at June 30, 2020 (the most recent audited information available). Audited financial statements are available from SVACA, located at 3370 Thomas Road, Santa Clara, CA 95051.

NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN

A. Plan Description

The City contributes to the California Public Employees Retirement System (CalPERS), an agent multiple-employer defined benefit plan, which is a public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. CalPERS offers a menu of benefit provisions and other requirements that are established by State statutes within the Public Employee Retirement law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate Annual Comprehensive Financial Report. Copies of the CalPERS' annual financial report may be obtained from the CalPERS website at www.calpers.ca.gov.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

The City's defined benefit pension plans for Miscellaneous and Safety employees with CalPERS provide retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. All permanent (full-time and part-time) and eligible "as-needed" hourly City employees are required to participate in CalPERS. Employees fall under two categories, Classic and PEPRAs. Employees hired on or before December 31, 2012 are considered Classic PERS members. Employees hired on or after January 1, 2013 fall into the PEPRAs PERS members.

B. Pension Plan Benefits

On September 12, 2012, the State of California passed Assembly Bill (AB) 340, which created the Public Employees' Pension Reform Act (PEPRA). PEPRA implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of new member under PEPRA. Please refer to the Pension Reform section of the CalPERS website for more information regarding when an employee will be considered a new member under PEPRA.

Benefits for employees in the Miscellaneous Plan and Safety Plan vest after five years of CalPERS credited service. The retirement benefits are based on the retiree's age, years of CalPERS credited service, and benefit factor of 2.7% at 55 for the Classic Miscellaneous Plan members and 3% at 50 for the Classic Safety Plan members. For members under PEPRA, the benefit factor is reduced to 2% at 62 for the Miscellaneous Plan and 2.7% at 57 for the Safety Plan.

Miscellaneous Plan

Participants in this plan are eligible for service retirement and receive graduated benefits upon attaining the age of 50 and with at least five years of credited service with a CalPERS employer. The service retirement benefit is a monthly allowance equal to the product of the benefit factor (2.7% at 55 for Classic members or 2% at 62 for PEPRA members), years of service, and final compensation (monthly average of member's highest 12 or 36 (for new members) consecutive months full-time equivalent monthly pay). The service retirement benefit for this group is not capped. The compensation limit for Classic members for the 2021 calendar year is \$290,000. Employees with membership dates prior to July 1, 1996 are not impacted by this limit. The compensation limit for PEPRA for calendar year 2021 is \$128,059 for employees covered by Social Security and is adjusted annually with the CPI for all Urban Consumers.

Safety Plan

Participants in this plan are eligible for service retirement upon attaining the age of 50 and with at least five years of credited service with a CalPERS employer. The service retirement benefit is a monthly allowance equal to the product of the benefit factor (3% at 50 for Classic members or 2.7% at 57 for new members), years of service, and final compensation. For Classic Fire Safety employees, the final compensation is the monthly average of member's highest 36 consecutive months full-time equivalent monthly pay for both Classic and new members, and for Classic Police Safety employees, it is the monthly average of the member's highest 12 or 36 (for new members) consecutive months full-time equivalent monthly

The service retirement benefit for the Safety Plan group is capped at 90% of final compensation for the Classic members. PEPRA members have an annual compensation limit on reportable earnings. The compensation limit for calendar year 2021 is \$153,671 for employees not covered by Social Security and is adjusted annually with the CPI for all Urban Consumers.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
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NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

The Plans provisions and benefits in effect at June 30, 2021 are summarized as follows:

	Miscellaneous		Safety	
	Prior to January 1, 2013	On or After January 1, 2013	Prior to January 1, 2013	On or After January 1, 2013
Hire date				
Benefit formula	2.7% @ 55	2.0% @ 62	3.0% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	50 - 55	52 - 67	50	50 - 57
Monthly benefits, as a % of eligible compensation	2.00% - 2.70%	1.00% - 2.50%	3.00%	2.00% - 2.70%
Required employee contribution rates	8.00%	6.50%		
Public Safety - Fire			9.00%	11.75%
Public Safety - Police			9.00%	11.75%
Required employer contribution rates	11.425%	11.425%	22.003%	22.003%
Required unfunded liability contribution	\$21,519,754		\$17,743,771	

Beginning in fiscal year 2015-16, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability. The dollar amounts are billed on a monthly basis. The City's required contribution for the miscellaneous plan's unfunded liability was \$21,519,754 in fiscal year 2020-21. The City's required contribution for the safety plan's unfunded liability was \$17,743,771 in fiscal year 2020-21.

Employees Covered

At the valuation date, June 30, 2019, the following employees were covered by the benefits terms for each Plan:

	Miscellaneous	Safety
Inactive employees or beneficiaries currently receiving benefits	1,002	481
Inactive employees entitled to but not yet receiving benefits	482	71
Active employees	745	296
Total	2,229	848

CITY OF SANTA CLARA
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For the year ended June 30, 2021

NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

C. Contributions

Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2021, the City’s contributions to the miscellaneous and safety plans were \$31,035,143 and \$29,295,456, respectively.

D. Net Pension Liability

The City’s net pension liability for each Plan is measured as the total pension liability, less the pension plans’ fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2020, using an annual actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

	All Plans
Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increase	Varies by Entry-Age and Service
Investment Rate of Return ⁽¹⁾	7.15%
Post Retirement Benefit Increase	The lesser of Contract COLA or 2.5% until Purchasing Power applies, 2.5% thereafter
Mortality ⁽²⁾	Derived using CalPERS' membership data for all funds

(1) Net of pension plan investment and administrative expenses; including inflation

(2) The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS' December 2017 experience study report available on CalPERS' website.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

The underlying mortality assumptions and all other actual assumption used in the June 30, 2019 valuation were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate

The discount rate used to measure the total pension liability for the Plan was 7.15%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members for all plans in the PERF. Therefore, the long-term expected rate of return on plan investments was applied to all period of projected benefit payments to determine the total pension liability for the Plan.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' assets classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The table below reflects the long-term expected real rates of return by asset class.

CITY OF SANTA CLARA
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NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

Asset Class ⁽¹⁾	Current Target Allocation	Real Return Years 1 - 10 ⁽²⁾	Real Return Years 11+ ⁽³⁾
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	-	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidly	1.00%	-	-0.92%
	<u>100.00%</u>		

(1) In the CalPERS Annual Comprehensive Financial Report, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(2) An expected inflation of 2.00% used for this period.

(3) An expected inflation of 2.92% used for this period.

E. Changes in the Net Pension Liability

The changes in the Net Pension Liability for each Plan follows:

Miscellaneous Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2019 measurement date	\$ 763,875,314	\$ 479,111,639	\$ 284,763,675
Changes in the year:			
Service cost	15,079,332	-	15,079,332
Interest on the total pension liability	54,277,035	-	54,277,035
Differences between expected and actual experience	9,229,485	-	9,229,485
Contributions - employer	-	28,827,466	(28,827,466)
Contributions - employees	-	6,650,350	(6,650,350)
Net investment income	-	24,008,623	(24,008,623)
Benefit payments, including refunds of employee contributions	(43,050,194)	(43,050,194)	-
Administrative expense	-	(675,430)	675,430
Net changes	<u>35,535,658</u>	<u>15,760,815</u>	<u>19,774,843</u>
Balance at June 30, 2020 measurement date	<u>\$ 799,410,972</u>	<u>\$ 494,872,454</u>	<u>\$ 304,538,518</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

Safety Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2019 measurement date	\$ 797,995,035	\$ 528,052,458	\$ 269,942,577
Changes in the year:			
Service cost	15,518,467	-	15,518,467
Interest on the total pension liability	56,740,930	-	56,740,930
Differences between expected and actual experience	10,124,845	-	10,124,845
Contributions - employer	-	26,654,865	(26,654,865)
Contributions - employees	-	5,589,396	(5,589,396)
Net investment income	-	26,348,251	(26,348,251)
Benefit payments, including refunds of employee contributions	(44,599,326)	(44,599,326)	-
Administrative expense	-	(744,424)	744,424
Net changes	37,784,916	13,248,762	24,536,154
Balance at June 30, 2020 measurement date	\$ 835,779,951	\$ 541,301,220	\$ 294,478,731
Combined Total	\$ 1,635,190,923	\$ 1,036,173,674	\$ 599,017,249

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City for each Plan, calculated using the discount rate for each Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous	Safety
1% Decrease	6.15%	6.15%
Net Pension Liability	\$ 403,337,976	\$ 404,389,038
Current Discount Rate	7.15%	7.15%
Net Pension Liability	\$ 304,538,518	\$ 294,478,731
1% Increase	8.15%	8.15%
Net Pension Liability	\$ 222,204,054	\$ 203,945,675

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

F. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2021, the City recognized pension expense of \$40,523,301 for the Miscellaneous Plan and \$48,152,060 for the Safety Plan, for total pension expense of \$88,675,361.

At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Miscellaneous Plan:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 31,035,143	\$ -
Changes of assumptions	-	(460,704)
Differences between expected and actual experience	12,005,873	-
Net differences between projected and actual earnings on pension plan investments	3,233,801	-
Total	<u>\$ 46,274,817</u>	<u>\$ (460,704)</u>

Safety Plan:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 29,295,456	\$ -
Changes of assumptions	3,712,946	(952,533)
Differences between expected and actual experience	14,048,183	(164,983)
Net differences between projected and actual earnings on pension plan investments	3,673,599	-
Total	<u>\$ 50,730,184</u>	<u>\$ (1,117,516)</u>
Combined Total	<u>\$ 97,005,001</u>	<u>\$ (1,578,220)</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

The reported \$31,035,143 for the Miscellaneous Plan and \$29,295,456 for the Safety Plan deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized as pension expense as follows:

Measurement Period Ended June 30	Miscellaneous Plan Annual Amortization	Safety Plan Annual Amortization
2021	\$ 4,117,201	\$ 6,012,846
2022	4,993,465	5,647,686
2023	3,692,149	5,775,362
2024	1,976,155	2,881,318

G. Reduction of CalPERS Discount Rate

In July 2021, CalPERS reported a preliminary 21.3% net return on investments for the 12-month period that ended June 30, 2021. Under the Funding Risk Mitigation Policy, approved by the CalPERS Board of Administration in 2015, the 21.3% net return will trigger a reduction in the discount rate used to calculate employer and Public Employees' Pension Reform Act (PEPRA) member contributions. The Funding Risk Mitigation Policy seeks to reduce CalPERS funding risk over time, in which CalPERS investment performance that significantly outperforms the discount rate will trigger adjustments to the discount rate, expected investment return, and strategic asset allocation targets. This is the first time it has been triggered. The discount rate, or assumed rate of return, will drop to 6.8%, from its current level of 7%.

Based on these preliminary fiscal year returns, the CalPERS has announced the funded status of the overall Public Employees Retirement Fund (PERF) is an estimated 82%. This estimate is based on a 7% discount rate. Under the new 6.8% discount rate, however, CalPERS indicated the funded status of the overall PERF drops to 80%. This is because existing assets are assumed to grow at a slightly slower rate annually into the future. As intended under the Funding Risk Mitigation Policy, the lower discount rate increases the likelihood that CalPERS can reach its target over the longer term. The CalPERS Board of Administration will continue to review the discount rate through its Asset Liability Management process during the rest of the calendar year.

CalPERS' final fiscal year 2021 investment performance will be calculated based on audited figures and will be reflected in contribution levels for contracting cities, counties, and special districts in fiscal year 2024.

NOTE 14 – RETIREMENT PLAN - DEFINED CONTRIBUTION PLAN

The City's Public Agency Retirement System Plan (PARS Plan) is a compulsory retirement plan that qualifies under Section 401 of the Internal Revenue Code covering City employees who are not members of CalPERS. Under the provisions of the PARS Plan, the City makes no contributions; however, all administrative costs of the plan are funded by the City. The PARS Plan administrator is Phase II Systems. The total assets of the PARS Plan are held in trust for the employees and are not included in the City's assets or equity.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2017

NOTE 15 – DEFERRED COMPENSATION PLAN

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

The laws governing deferred compensation plan assets require plan assets to be held by a Trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they have been excluded from these financial statements.

NOTE 16 – OTHER POST EMPLOYMENT BENEFITS

A. Plan Description

The City's agent multiple-employer defined benefit Other Post Employment Benefit (OPEB) Plan, which was established by City Council in fiscal year 2007-08 in accordance with GAAP, provides reimbursements to retirees for qualified expenses. Employees who have retired from the City with at least ten years of service and meet certain criterion based upon retirement date, household income in the most recent calendar year and age are entitled to reimbursements for qualified expenses. Annual maximum reimbursement amounts differ depending on when an employee retired from City service. The majority of retirees may be eligible for a maximum of \$4,524 in annual reimbursements. Amendments to benefit provisions are negotiated by the various bargaining units at the City and must be approved by Council. In fiscal year 2007-08, the City established an irrevocable exclusive agent multiple-employer defined benefit trust which is administered by Public Agency Retirement Services (PARS). The City is the Plan administrator, and PARS administers the investment trust for the City's Plan. The trust is used to accumulate and invest assets necessary to reimburse retirees. Separate financial reports are issued by PARS for the OPEB Plan Trust. The report can be obtained by writing to PARS at 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660, or by calling 1-800-540-6369.

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB plan and additions to and deduction from the OPEB's fiduciary net position have been determined on the same bases. For this purpose OPEB benefit payments are recognized when currently due and payable in accordance with the benefits terms. Investments are report at fair value.

Generally accepted accounting principles require that the reporting results must pertain to liability and asset information within certain defined timeframes. For the fiscal year 2020-21, the following time frames were used.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)

Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021
Actuarial valuation date ⁽¹⁾	June 30, 2020

(1) Update procedures were used to roll forward the Total OPEB liability from the valuation date to the measurement date.

B. Plan Membership

As of June 30, 2021, membership in the plan consisted of the following:

	<u>Number of Covered Employees</u>
Inactive employees currently receiving benefits	652
Inactive employees entitled to but not yet receiving benefit payments	288
Active employees	<u>956</u>
Total	<u><u>1,896</u></u>

C. Contributions

The OPEB Plan trust annual contributions are based upon actuarial determine contributions. The contribution requirements are established and may be amended by the City Council. Plan members do not make contributions to the plan; the plan is funded entirely by employer contributions. For the fiscal year ending June 30, 2021 the City’s cash contributions were \$3,361,417 in payments to the trust, \$14,498 in administrative expenses paid outside of the trust, and the estimated implied subsidy was \$1,159,257, for total contributions of \$4,535,172.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)

D. Net OPEB Liability

The City’s net OPEB liability was measured as of June 30, 2021 and the total OPEB liability used to calculate the Net OPEB liability was determined by an actuarial valuation dated June 30, 2020, rolled forward to June 30, 2021 using standard actuarial methods, based on the following actuarial methods and assumptions:

Actuarial Assumptions

Significant Actuarial Assumptions Used in Total OPEB Liability	
Actuarial Assumption	June 30, 2021 Measurement Date
Actuarial valuation date	June 30, 2020
Discount rate	4.75% at June 30, 2021
	Crossover analysis showed benefit payments always fully funded by plan assets
Inflation	2.75%
Salary increases	Aggregate 3%
Investment rate of return	5.25% at June 30, 2020
Funding policy	Full pre-funding to PARS trust PARS portfolio: Moderately Conservative
Mortality, Disability, Termination, and Retirement	CalPERS 1997-2015 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2020
Healthcare cost trend rates	Non-Medicare - 7% for 2022, scaling down to 4.0% in year 2076 Medicare (Non-Kaiser) - 6.1% for 2022 scaling down to 4.0% in year 2076 Medicare (Kaiser) - 5% for 2022 scaling down to 4.0% in year 2076
Healthcare participation for future retirees - Cash subsidy	PEMHCA minimum only: Currently covered: 80%, Waived: 25% Other plans: : Currently covered: 80%, Waived: 40%
Healthcare participation for future retirees - PEMHCA implied subsidy	Currently covered: 80% Waived: 25%

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)

E. Discount Rate

The discount rates used to measure the total OPEB liability was 4.75% as of June 30, 2021. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rate equal to the actuarially determined contributions rates. Based on those assumptions, the OPEB plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Mutual Funds - Equity	29%	4.57%
Mutual Funds - Fixed Income	65%	0.72%
REIT'S	1%	3.96%
Cash and equivalent	5%	0.06%
	100%	
Expected Inflation		2.75%
Discount Rate		4.75%

F. Changes in the OPEB Liability

The changes in the Net OPEB liability and Fiduciary Net Position are as follows:

	Net OPEB Liability (In Thousands)	
	2021	2020
Total OPEB Liability	\$ 65,587	\$ 62,412
Fiduciary Net Position	(28,877)	(25,035)
Net OPEB Liability	\$ 36,710	\$ 37,377
Plan Fiduciary Net Position as a percentage of the Total OPEB Liability	44.0%	40.1%

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)

The changes in Net OPEB details as follow:

	Changes in Net OPEB Liability (In Thousands)		
	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance at June 30, 2020 measurement date	\$ 62,412	\$ 25,035	\$ 37,377
Changes in the year:			
Service cost	2,091	-	2,091
Interest	3,292	-	3,292
Differences between expected and actual experience	(326)	-	(326)
Change in Assumption	1,709	-	1,709
Contributions - employer ⁽¹⁾	-	4,535	(4,535)
Net investment income	-	2,957	(2,957)
Benefit payments	(3,592)	(3,592)	-
Administrative expense	-	(59)	59
Net changes	3,174	3,841	(667)
Balance at June 30, 2021 measurement date	\$ 65,586	\$ 28,876	\$ 36,710

(1) Includes implied subsidy of \$1,159

G. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following table presents the net OPEB liability of the Plan as of June 30, 2021, calculated using the discount rate of 4.75%, as well as what the plan's net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate.

	Sensitivity of Net OPEB Liability to Changes in Discount Rate (In Thousands)		
	1% Decrease (3.75%)	Current Rate (4.75%)	1% Increase (5.75%)
	Net OPEB Liability	\$ 45,357	\$ 36,710

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)

H. Sensitivity of the Net OPEB Liability to Healthcare Cost Trend Rates

The following table presents the net OPEB liability of the City, as of June 30, 2021, as well as what the City’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% point lower or 1% point higher than the current rate.

	Sensitivity of Net OPEB Liability to Changes in Healthcare Care Trend Rates (In Thousands)		
	1% Decrease (6% Non-Medicare 4% Medicare decreasing to 3.0%)	Current Rate (7% Non-Medicare 5% Medicare decreasing to 4.0%)	1% Increase (8% Non-Medicare 6% Medicare decreasing to 5.0%)
Net OPEB Liability	\$ 28,266	\$ 36,710	\$ 47,215

I. OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB

For the year ended June 30, 2021, the City recognized OPEB expense as follows:

	OPEB Expense (In Thousands)
	<u>2021</u>
Fund level expense	\$ 3,371
Actuarial Expense	(626)
OPEB Expense	<u>\$ 2,745</u>

As of fiscal year ended June 30, 2021, the City reported deferred outflows as of resources related to OPEB from the following sources.

	Deferred Outflows and Inflows Balance (In Thousands)	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 1,437	\$ 3,012
Differences between expected and actual experience	-	1,123
Net differences between projected and actual earnings on OPEB plan investments	-	1,472
Total	<u>\$ 1,437</u>	<u>\$ 5,607</u>

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)

Amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Recognition of Deferred Outflows and Inflows of Resources in Future OPEB Expense (In Thousands)	
For the Year ending June 30	Amount
2022	\$ (1,349)
2023	(1,417)
2024	(1,347)
2025	(342)
2026	219
Thereafter	66

NOTE 17 – ELECTRIC UTILITY - SILICON VALLEY POWER (SVP)

The City’s Electric Utility Department provides electricity to City residents and businesses under the name Silicon Valley Power (SVP).

A. Long-term Power Purchase Contracts

The City purchases wholesale electric power from various participants of the Western Systems Power Pool (WSPP), NCPA, MSR Public Power Agency (Note 12), Western Area Power Administration, and other sources to supply the power requirements of the City’s electric utility customers under long-term power purchase agreements (PPAs). The City actively manages the financial risks inherent in these PPAs, including the risks arising from the changing spot market prices that move above and below the contract prices and from contract disputes that may arise from time to time. The cost of power under PPAs is included in enterprise fund materials, services and supplies expense and excluded from wholesale resources purchase.

B. Restructuring of the California Electric Industry

Deregulation Legislation and Direct Access

The passage of AB1890 in 1998 triggered fundamental changes in the structure of the electric industry in California. Generally, AB1890 provided for creation of the California Power Exchange (Cal PX), which was to be a clearinghouse for energy transactions among investor-owned utilities, independent generators and power marketers, who in turn would serve so called direct-access customers. AB1890 also created the California Independent System Operator (CAISO), which was to manage the state’s bulk transmission grid.

However, in 2000 and 2001, the price of electricity at the Cal PX became extremely high, and investor-owned utilities were unable to pay for the energy that they needed from the Cal PX. Eventually the Cal PX filed for bankruptcy and was dismantled. Investor-owned utility PG&E and several energy marketers would also file for bankruptcy and over a decade of litigation ensued.

The CAISO, however, continues to manage the state’s bulk electric system and the day-ahead and day-of markets, and it has implemented various price controls and tariffs in an effort to avoid repeating the mistakes

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 17 – ELECTRIC UTILITY – SILICON VALLEY POWER (SVP) (continued)

of 2000 and 2001. Along with balancing control area responsibility, the CAISO has also announced that it will take on the role of reliability coordinator for the region.

Energy Wholesale Trading and Risk Management

SVP participates in the wholesale gas and power market and the CAISO's centralized market. Since CAISO's Market Redesign and Technology Upgrade (MRTU), CAISO has become the ultimate buyer and seller in the California day ahead market. Therefore, SVP engages in the trading of commodity forward contracts (gas and electric energy contracts) to secure fuel supply and hedge daily power purchase/sales from/to CAISO. Activities during the fiscal year were substantially considered hedging transactions and, as such, have been accounted for using the settlement method of accounting. Accordingly, related gross purchases and sales totaling \$22.3 million and \$12.2 million, respectively, for fiscal year ended June 30, 2021, have been separately reported on the statement of revenues, expenses and changes in net position.

The restructured electric wholesale market exposes SVP to various risks including market, credit and operational risks. Active and effective management of these risks associated with the power trading activity is critical to its continued success and contribution to the entire utility. A Risk Management Committee, separate from the units that create the risk exposures, overseen by a Risk Oversight Committee that reports ultimately to the City Council, administers and monitors compliance with the risk policies and procedures on a regular basis. The City and SVP believe that it has the resource commitment, and effective policies and procedures, and is continuing to improve the control structure and oversight for evaluating and controlling the market and credit risks to which it is exposed.

Credit Arrangements

The City of Santa Clara electric utility maintains credit policies, procedures, and systems that help mitigate credit risk and minimize overall credit risk exposure. The policies include transacting only with investment grade counterparties, evaluating potential counterparties' financial condition and assigning credit limits as applicable. These credit limits are established based on risk and return considerations under terms customarily available in the industry. Additionally, SVP is a signatory to the WSPP netting agreement supplement and otherwise, enters into master netting arrangements whenever possible and, where appropriate, obtains collateral prior to trade execution. Master netting agreements incorporate rights of setoff that provide for the net settlement of subject contracts with the same counterparty in the event of default.

NOTE 18 – NET POSITION/FUND EQUITY

Net Position is measured on the full accrual basis and presented in the Government-wide Financial Statements, while Fund Balance is measured on the modified accrual basis and presented in the Governmental Funds Financial Statements.

A. Government-wide Financial Statements - Net Position

Net Position is the excess of all the City's assets and deferred outflow of resources over all its liabilities and deferred inflow of resources, regardless of fund. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only at the government-wide level, and are described below:

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 18 – NET POSITION/FUND EQUITY (continued)

Net investment in capital assets describes the portion of Net Position which is represented by the current net book value of the City’s capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter. These principally include developer fees received for use on capital projects, debt service requirements, and redevelopment funds restricted to low and moderate-income purposes.

Unrestricted describes the portion of Net Position which is not restricted as to use.

B. Governmental Fund Financial Statements - Fund Balances

The City categorizes fund balance in accordance with GAAP. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

Nonspendable Fund Balance

Amounts that cannot be spent either because they are in a nonspendable form or are required to be maintained intact.

Restricted Fund Balance

Amounts that are constrained to specific purposes by federal, state, county, local laws, or externally imposed conditions by grantors or creditors.

Committed Fund Balance

Amounts that can only be used for specific purposes pursuant to constraints imposed by the City Council, the City’s highest level of decision-making authority, through resolutions. These committed amounts cannot be used for any other purpose unless the Council removes or changes the specific uses through the same type of formal action taken to establish the commitment. These Council actions must occur prior to June 30th of the applicable fiscal year.

Assigned Fund Balance

Amounts that are constrained by the City’s intent are to be used for specific purposes, but are neither restricted nor committed. The City Council delegated the authority to assign amounts to be used for specific purposes to the City Manager per Ordinance 1784, September 16, 2003.

Unassigned Fund Balance

These are either residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories in the General Fund, or negative balances in all other funds. The Unassigned Fund Balance includes the Budget Stabilization (Emergency) and Capital Projects Reserves, and other undesignated fund balances. The balances in these accounts are \$57 million, \$14 million, and \$16 million, respectively. Additional information is described in the Stabilization Arrangement section of this note.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 18 – NET POSITION/FUND EQUITY (continued)

Under the City's encumbrance system of accounting, a portion of fund balance that has been encumbered for a specific future use is classified in the appropriate fund balance component based on the nature of the encumbrance.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 18 – NET POSITION/FUND EQUITY (continued)

Fund Balance Classification

	Major Funds			Fund Balance June 30, 2021
	General Fund	Santa Clara Housing Successor	Non-Major Governmental Funds	
Nonspendable:				
Receivables, inventory & prepaid	\$ 36,874	\$ -	\$ -	\$ 36,874
Advances to other Funds	13,729,897	-	-	13,729,897
Total Nonspendable	13,766,771	-	-	13,766,771
Restricted For:				
Gas tax programs	-	-	2,177,613	2,177,613
Housing & Community Development	-	21,111,742	13,043,653	34,155,395
Maintenance districts	-	-	1,603,675	1,603,675
Operating grants	-	-	1,530,605	1,530,605
Debt service	-	-	723,083	723,083
Environmental enforcements	535,084	-	-	535,084
Parks & recreation	-	-	8,828,315	8,828,315
Streets and highway	-	-	35,897,099	35,897,099
Public safety	582,831	-	-	582,831
Library	19,488	-	-	19,488
Public facilities	178,300	-	2,397,031	2,575,331
Donations	641,761	-	531,697	1,173,458
Pension rate stabilization program	23,978,098	-	-	23,978,098
Employee deferred plan	7,848	-	-	7,848
Storm drain	-	-	641,202	641,202
Total Restricted	25,943,410	21,111,742	67,373,973	114,429,125
Committed to:				
Housing programs	-	-	3,865,477	3,865,477
Parks & recreation	-	-	4,335,324	4,335,324
Streets and highway	-	-	15,631,409	15,631,409
Storm drain	-	-	8,759,739	8,759,739
Public safety	-	-	950,598	950,598
Library	-	-	197,438	197,438
Public facilities	-	-	16,817,894	16,817,894
Building inspection	16,068,108	-	-	16,068,108
Land investment	24,120,767	-	-	24,120,767
Historical preservation	91,402	-	-	91,402
Total Committed	40,280,277	-	50,557,879	90,838,156
Assigned to:				
General Government	7,027,253	-	-	7,027,253
Other purposes	103,773	-	-	103,773
Total Assigned	7,131,026	-	-	7,131,026
Unassigned:	90,680,697	-	-	90,680,697
Total Fund Balances	\$ 177,802,181	\$ 21,111,742	\$ 117,931,852	\$ 316,845,775

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 18 – NET POSITION/FUND EQUITY (continued)

C. Fund Balance Policy

When both restricted and unrestricted funds are available for expenditure, the City's Fund Balance Policy reduces all Governmental Funds Balances in the following order: Restricted, Committed, Assigned, and Unassigned fund balances unless disallowed by City Council or legal requirements.

Stabilization Arrangement

Maintaining financial stabilization is a necessity for sound financial management and fiscal accountability. Its purpose is to ensure funds are available to cover occasional budgetary shortfalls (i.e., when general unrestricted revenues decline) or other unexpected urgent events. The City's Budget Stabilization Reserves (Emergency) and Capital Projects Reserves are maintained for these purposes. As of June 30, 2021, the Budget Stabilization and Capital Projects Reserves were \$57 million and \$14 million, respectively, and are a component of the General Fund's Unassigned Fund Balance.

In 1985-86, the City Council established a policy regarding the City's General Contingency Reserve, under which two separate reserves were established.

- The Budget Stabilization Reserve is set aside primarily for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the cost of the City's General Fund operations for three months (90-days or 25% General Fund operating budget).
- The Capital Projects Reserve, earmarks funds for a five-year capital improvement program. The minimum target for this reserve is \$5 million.

One of the strategic objectives on the 2017-18 Council Goals and Strategic Objectives list is to continue to replenish City reserves and maintain strong, fiscally-sound management policies of City revenues with long term goals in mind.

Pension Rate Stabilization Program Trust

In fiscal year 2016-17, the City established an irrevocable trust account with PARS to pre-fund retirement plan obligations. The contributions placed in the trust will reduce the City's net pension liability for financial purposes as required by GAAP. As of June 30, 2021, the balances in the pension rate stabilization program trust for the General Fund and Enterprise Funds are listed as follows:

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 18 – NET POSITION/FUND EQUITY (continued)

Fund Name	Pension Rate Stabilization Balances
General Fund:	\$ 23,978,098
Enterprise Funds:	
Electric Utility	6,808,996
Water Utility	1,422,251
Sewer Utility	557,999
Water Recycling	70,450
Solid Waste	305,929
	\$ 33,143,723

D. Net Position/Fund Balance Deficits

The funds listed below had an accumulated deficit as of June 30, 2021:

Fund Name	Accumulated Deficit
Enterprise Funds:	
Cemetery	\$ 5,122,682
Solid Waste	\$ 2,348,145
Internal Service Funds:	
Information Technology Services	\$ 1,382,599
Special Liability Insurance Claims	\$ 2,730,421
Workers' Compensation Insurance Claims	\$ 13,706,453

The City's long term plans include construction of additional facilities that will help bring the Cemetery Enterprise Fund closer towards recovery. The Solid Waste deficit is mainly due to liabilities incurred for landfill postclosure care and is expected to be funded by charges for services in future years. The, Information Technology Services, Special Liability Insurance Claims, and Workers Compensation Insurance Claims' Internal Service Fund accumulated deficits are expected to be offset by future charges to the General Fund and the proprietary funds.

E. Prior Period Adjustments

Management adopted the provisions of the following Governmental Accounting Standards Board (GASB) Statement, which became effective during the year ended June 30, 2021.

In January 2017, the Governmental Accounting Standards Board (GASB) issued Statement No. 84, Accounting and Financial Reporting for Fiduciary Activities (GASB 84). The objective of this statement is to

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 18 – NET POSITION/FUND EQUITY (continued)

improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

The implementation of the above Statement required the City to make prior period adjustments. As a result, the OPEB Trust Fund was closed as of July 1, 2020 and net position restated in the amount of \$25,892,029. In addition, due to the reclassification of certain funds previously reported as Agency Funds, the beginning fund balances of the General Fund, Non-Major Governmental Funds, and Custodial Fund were increased by \$206,549, \$8,450,744, and \$2,825,838, respectively.

NOTE 19 – RISK MANAGEMENT

The City is exposed to various risks of losses related to torts, errors and omissions, general liability, injuries to employees and unemployment claims. The City currently reports all of its risk management activities in its Internal Service Funds. Claims, expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated using actuarial methods or other estimating techniques.

The City records a liability to reflect an actuarial estimate of ultimate uninsured losses for both general liability claims and workers' compensation claims. The estimated liabilities for general liability and workers' compensation claims are based on case reserves and include amounts for claims incurred but not reported (IBNR). At June 30, 2021, the estimated claims payable of \$28,737,000, consisting of reserves for both reported and IBNR losses, as well as, allocated loss adjustment expenses, have been recorded in the Special Liability and Workers' Compensation Internal Service Funds, respectively. The claims payable are reported at their present value using expected future investment yield assumptions of 2.5%, and the undiscounted claims at June 30, 2021, totaled \$7,394,000 and \$25,127,000 for general liability and workers' compensation claims, respectively.

The estimate of claims due in one year is the City's best estimate based upon available information which is included in accrued liabilities.

Changes in the reported liability since June 30, 2019 resulted from the following:

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 19 – RISK MANAGEMENT (continued)

	<u>Special Liability</u>	<u>Workers' Compensation</u>	<u>Total</u>
Liability as of June 30, 2019	\$ 6,735,000	\$ 19,997,000	\$ 26,732,000
Claims and changes in estimates during fiscal 2020	8,823,751	5,613,921	14,437,672
Claim payments	<u>(7,861,751)</u>	<u>(4,007,921)</u>	<u>(11,869,672)</u>
Liability as of June 30, 2020	\$ 7,697,000	\$ 21,603,000	\$ 29,300,000
Claims and changes in estimates during fiscal 2021	11,449,175	4,529,703	15,978,878
Claim payments	<u>(12,212,175)</u>	<u>(4,329,703)</u>	<u>(16,541,878)</u>
Liability as of June 30, 2021	<u>\$ 6,934,000</u>	<u>\$ 21,803,000</u>	<u>\$ 28,737,000</u>
Current Claims Payable	\$ 2,151,000	\$ 3,604,000	\$ 5,755,000
Long Term Claims Payable	<u>4,783,000</u>	<u>18,199,000</u>	<u>22,982,000</u>
Liability as of June 30, 2021	<u>\$ 6,934,000</u>	<u>\$ 21,803,000</u>	<u>\$ 28,737,000</u>

With respect to the Special Liability accrual of \$6.9 million, the City has numerous unsettled lawsuits filed or claims asserted against it as of June 30, 2021. The City has reviewed these claims and lawsuits in order to evaluate the likelihood of an unfavorable outcome to the City and to arrive at an estimate of the amount or ranges of potential loss to the City. As a result of such review, the City has categorized the various claims and lawsuits as “probable,” “reasonably possible,” and “remote” loss contingencies, as defined by current accounting standards.

The City has determined that the City’s probable loss contingencies, which are accrued for as the estimated liability for claims and lawsuits as of June 30, 2021, are approximately \$6.9 million. The final outcome of claims and lawsuits, which have been categorized as reasonably possible loss contingencies, is not presently determinable and any associated potential loss cannot be estimated. Accordingly, no provision has been made in the accompanying basic financial statements relative to the potential outcome of such claims and lawsuits. However, the ultimate resolution of such claims and lawsuits is not expected to have a material effect on the accompanying basic financial statements.

NOTE 20 – COMMITMENTS AND CONTINGENCIES

A. Electricity Purchase Contracts

The City has future commitments under electricity purchase contracts as discussed in Note 17A, and is contingently liable under joint venture agreements discussed in Note 12B.

B. Grant Programs

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 20 – COMMITMENTS AND CONTINGENCIES (continued)

C. Encumbrances

The City uses encumbrances to control expenditure commitments for the year and to enhance cash management. Encumbrances represent commitments related to contracts not yet performed and purchase orders not yet filled (executory contracts; and open purchase orders). Commitments for such expenditure of monies are encumbered to reserve a portion of applicable appropriations. Encumbrances still open at year end are not accounted for as expenditures and liabilities but, rather, as restricted or committed governmental fund balance. As of June 30, 2021, total governmental fund encumbrance balances for the City are as follows:

General Fund	\$	4,817,658
Santa Clara Housing Successor		344,361
Nonmajor Governmental Funds		33,892,816
Total Governmental Funds	\$	39,054,835

D. Bay Area Water Supply and Conservation Agency Revenue Bonds Surcharge

The City contracts with the City and County of San Francisco for the purchase of water from the Hetch Hetchy System operated by the San Francisco Public Utilities Commission (SFPUC). The City is also a member of the Bay Area Water Supply and Conservation Agency (BAWSCA) which represents the interests of all the 24 cities and water districts, as well as two private utilities, that purchase wholesale water from the SFPUC.

In 2009 the City entered into a new 25 year agreement with the SFPUC. One of the ways that the new agreement differs from the old is in how facilities constructed by the SFPUC that benefit the regional customers are treated from a rate and financial perspective. Under the old agreement, facilities were built, capitalized, and added to the rate base with a rate of return (interest), and then paid for over their useful lives through wholesale rates. Under the new agreement, the SFPUC issues revenue bonds and the debt service (which also includes an interest component) is paid for through rates over the life of the bonds.

During the transition from the old to the new contracts, one of the issues addressed was how to deal with the \$370 million in assets that were still being paid for by the wholesale customers under the old agreement. The assets were transferred to the new agreement, assigned a life with an agreed upon rate of return of 5.13%. Also negotiated was a provision to allow the wholesale customers to prepay any remaining existing assets' unpaid principal balance without penalty or premium. This prepayment was executed through the issuance of bonds by BAWSCA which provide a better interest rate given the favorable rate environment.

BAWSCA issued Revenue Bonds in the principal amount of \$335,780,000 in January 2013 to prepay the capital cost recovery payment obligation and fund a stabilization fund. The Bonds mature in October 2034 and are secured by surcharges to the monthly water purchase charges imposed upon the participating members. The Bonds are not a debt obligation of any member, and BAWSCA's failure to pay its Bonds would not constitute a default by any participating member.

Should any participating member fail to pay its share, BAWSCA will rely on the stabilization fund and will pursue all legal remedies to collect the shortfall from the delinquent member. In the interim, other

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 20 – COMMITMENTS AND CONTINGENCIES (continued)

participating members may have their portion adjusted to insure the continued payment of the debt service surcharge.

The risk of bearing the debt service expense of a defaulting member is not significantly different than the risk each member assumes currently for fluctuations in water purchase charges. Under the Bond indenture, BAWSCA maintains a stabilization fund. If surcharge revenues collected are less than needed (due to a member's failure to pay timely), BAWSCA uses the stabilization fund to fund the debt service deficiency, and increases the surcharge in the subsequent year to make up for the prior year shortfall and reimburse the stabilization fund account. Also, given that each participating agency's governing body adopted a Resolution to participate in the Bond issue, Management believes that default is generally very unlikely.

The annual debt service surcharges are a fixed amount for each participant and are calculated by taking the subsequent fiscal year's debt service, multiplied by each participant's actual water purchase as a percent of total wholesale customer water purchases from the prior fiscal year. One-twelfth of the annual surcharge is included in the monthly bill from SFPUC. Because each participant's share of the debt service surcharge is proportional to the amount of water purchased during the prior fiscal year, the City's share of the debt service will fluctuate from year to year.

The City paid its surcharge of \$762,384 during fiscal year 2020-21, which is included as a component of purchased water expenses in the Water Enterprise Fund. The surcharge for fiscal year 2021-22 is estimated to be \$836,796.

E. Santa Clara Stadium Authority and Litigation

Asset Retirement Obligation

Pursuant to the Ground Lease, the Stadium Authority may be required to demolish the Stadium and other improvements at the end of the lease term, upon written notice from the City. Pursuant to the Stadium Lease, the Stadium Authority will establish reserves to fund the cost of demolishing the stadium at the end of the lease term. While such reserves are projected to cover the entire demolition cost, StadCo will be responsible for funding any shortfall.

ManagementCo Expenses

On June 13, 2019, the Stadium Authority partially suspended payments to ManagementCo for Operating and Management Expenses and Shared Expenses incurred by ManagementCo due to its continued procurement violations of State laws. The Stadium Authority was concerned with releasing public funds to ManagementCo while it continued to violate State laws. StadCo and ManagementCo have initiated arbitration proceedings to dispute the Stadium Authority's position. Since the Stadium Authority has reasonable justification for the suspension and the case is still under litigation, the Stadium Authority does not recognize the suspended payments as an expense as of March 31, 2021 and 2020.

On July 3, 2019, ManagementCo, acting independently, began issuing certificates of loan to the Stadium Authority under the Management Company Revolving Loan in accordance with Sections 5.2 and 5.3 of the Stadium Management Agreement to pay for the suspended Shared Expenses of approximately \$6,634,000, which covers expenses from June 2019 thru February 2020. The draw incurred \$109,436 in interest expense and increased the Management Company Revolving Loan balance amount to \$6,300,653 in principal and interest for fiscal year 2019-20.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 20 – COMMITMENTS AND CONTINGENCIES (continued)

In addition to drawing from the Management Company Revolving Loan, ManagementCo charged the Stadium Authority \$544,000 for March 2020's Shared Expenses, \$750,000 in Lender and Administrative Fees, and \$ 271,398 in Capital Expenditures in fiscal year 2019-20.

On April 1, 2020, the Stadium Authority completed the Trust Excess Cash Flow funding instructions and provided it to the FinanceCo and StadCo to complete fiscal year 2019-20's year-end Trust Excess Cash Flow funding distribution per the Deposit and Disbursement Agreement. The Trust Excess Cash Flow instruction specifically excluded payments to the Revolving Loan of \$6,300,653 because the Stadium Authority did not recognize this as an expense due to the fact that it is currently under litigation. StadCo deviated from the funding instructions and took the Excess Revenues from the distribution to pay off the Management Company Revolving Loan. The Stadium Authority was informed of this deviation in a letter dated April 27, 2020. On May 18, 2020, the Stadium Authority notified StadCo and the Trust that the deviation is in direct contravention of the Stadium Authority's instructions to the Trustee with regards to the use of Excess Revenue. Subsequently, the Stadium Authority recorded a receivable from StadCo for \$6,300,653 as of June 30, 2020.

ManagementCo continued to issue certificates of loan to the Stadium Authority for the suspended Shared Expenses of approximately \$7,249,747, which covers expenses from March 2020 through March 2021, in fiscal year 2020-21. ManagementCo also issued a certificate of loan for \$1,601,538 to pay for a portion of the \$2,741,014 invoice from fiscal year 2019-20's Non-NFL Events' net loss reported by ManagementCo. The remaining balance of \$1,139,476 in the Non-NFL Events' net loss invoice was from the City's Public Safety costs, which ManagementCo had requested that the City recoup the costs directly with the Stadium Authority. The Stadium Authority included the Non-NFL Events' net loss draw of \$1,601,538 in the overall dispute with ManagementCo. On March 31, 2021, the Stadium Authority completed the Trust Excess Cash Flow funding instructions and provided it to the FinanceCo and StadCo to complete fiscal year 2020-21's year-end Trust Excess Cash Flow funding distribution per the Deposit and Disbursement Agreement. The Trust Excess Cash Flow instruction requested that the Trust pay the StadCo Subordinated Loan in the amount of \$5,796,711. However, StadCo deviated from the funding instructions and used \$2,167,689 from the distribution to pay off the Management Company Revolving Loan instead. The Stadium Authority was informed of this deviation in a letter dated May 18, 2021. Subsequently, the Stadium Authority recorded a receivable from StadCo for \$2,167,689.

Historical SBL Buffet Costs

On April 30, 2020, the Stadium Authority received an invoice in the amount of \$4,388,709 for previously un-billed "complimentary" buffet costs associated with certain SBL holders for the NFL seasons from 2014 thru 2018. On May 13, 2020, the Stadium Authority issued a response letter disputing the newly-billed costs citing that the costs were not presented in a reasonable manner relative to the financial planning and reporting requirements of the Lease Agreement and Stadium Management Agreement and there is no justification for delaying presentment and demand for payment. The invoices presented also lack sufficient supporting documentations in order to confirm the validity of the costs and charges under the Lease Agreement terms. StadCo and ManagementCo have initiated arbitration proceedings to dispute the Stadium Authority's position and dispute is still outstanding as of March 31, 2021.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 20 – COMMITMENTS AND CONTINGENCIES (continued)

F. Housing Successor Excess Surplus

Health and Safety Code (HSC) Section 34176.1(d) defines an excess surplus as an unencumbered balance held by the housing successor that exceeds the greater of \$1,000,000 or the aggregate amount deposited into the housing successor fund during the housing successor's preceding four fiscal years, whichever is greater. If a housing successor has an excess surplus, the HSC Section requires that the housing successor encumber the excess surplus for eligible purposes described in the HSC Section 34176.1(a)(3) or transfer the funds to another local housing successor within three fiscal years. If the housing successor fails to comply with this provision, the housing successor, within 90 days of the end of the third fiscal year, is required to transfer any excess surplus to the Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

The City's housing successor activities are reported in the Santa Clara Housing Successor Special Revenue Fund and as of July 1, 2018, the fund had an excess surplus balance of \$1,392,193. In March 2019, the City approved a loan agreement in the amount of \$15.7 million that encumbered the excess surplus as of June 30, 2019. In May 2019, the City approved an additional loan agreement in the amount of \$5 million. The excess surplus balances as of July 1, 2019, July 1, 2020, and July 1, 2021 were \$0. \$15.7 million Agrihood project loans have been disbursed in June 2021. The other loan was expected to be disbursed to the developer in the calendar year 2021. Due to the extended COVID-19 impact, this loan is expected to be disbursed in the calendar year 2022.

G. COVID-19 Global Pandemic

On March 11, 2020, The World Health Organization declared the novel stain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses and shelter in place orders for all but those deemed essential services. While the business disruption is currently expected to be temporary, there is a considerable uncertainty around the duration of the closings and whether shelter in place orders will be reinstated. Although many of the City's services are considered essential, City Hall was closed to the public, certain other services transitioned to online-only and because the City's major revenue sources, including businesses that collect sales and transient occupancy taxes, are directly impacted by these events, it is probable that this matter will negatively impact the City. However, the ultimate financial impact and duration cannot be reasonable estimated at this time.

NOTE 21 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES

A. Defeased Bonds

Bayshore North Project 2011 Tax Allocation Bonds

On May 11, 2011, the former RDA issued \$31.41 million of Bayshore North Project 2011 Tax Allocation Bonds (RDA 2011 Bonds) with an interest rate ranging from 2% to 7.86%, and a final maturity of 2026, to finance various redevelopment activities associated with the former RDA's Bayshore North Project Area. The 2011 Bonds were defeased on June 1, 2017.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 21 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES (continued)

The following schedule summarizes the defeased 2011 Tax Allocation Bonds:

2011 Series	Principal Issued	Date Issued	Principal Defeased	Maturities Defeased	Redemption Date
Current Interest Bonds	\$ 11,440,000	May 18, 2011	\$ 11,315,000	June 1, 2026	June 1, 2021
Capital Appreciation Bonds	19,971,295	May 18, 2011	10,643,264	From June 1, 2022 to June 1, 2026	June 1, 2021
	<u>\$ 31,411,295</u>		<u>\$ 21,958,264</u>		

B. Enforceable Obligations

On November 20, 2020, the City, Successor Agency, Santa Clara Parking District No. 122 and Santa Clara Bridge District entered into a Compensation Agreement for the City to acquire the Convention Center Complex Parcels, which is the land under the Convention Center building and the Convention Center Common Area parcels. The agreement provides that the City pay the taxing entities \$15 million for all the parcels. The City shall also continue to allow existing Hotel Ground Lease and Office Ground Lease access to parking, uses and hotel expansion to the common area of the Convention Center. The term of use will be for the term of the existing Ground Leases. The agreement also described categories of credits the City will receive to effectively reduce the purchase price including: foregoing its distribution of sales proceeds (\$1,459,232); waiving its rights to payments for any previously re-entered agreements on a future Recognized Obligation Payment Schedule as allowable under Dissolution Laws (\$5,682,287); and waving its rights to use a portion of the 2011 bond proceeds for City purposes (\$3,750,086). The resulting final purchase price for the Convention Center parcels is \$4,108,395. The City completed the purchase with the fund transfer to the County on December 21, 2020.

As part of the Compensation Agreement with the Successor Agency, the City waived its rights to the long-term advances owed by the Successor Agency. The long-term advances in the amount of \$2.40 million for the Franklin Mall Cooperation and Reimbursement Reentry Agreement and \$1.96 million for the Agreement Reentering into Promissory Note to Facilitate Implementation of the Affordable Housing Program were written off as of June 30, 2021, respectively. As of June 30, 2021, the City does not have any enforceable obligations with the Successor Agency.

NOTE 22 – SUCCESSOR AGENCY LEASE AGREEMENTS

On January 8, 2016 the City executed the Settlement Agreement for Sharma vs Successor Agency to Redevelopment Agency of the City of Santa Clara. This Settlement Agreement calls for the City to return to the Successor Agency certain properties that the former Redevelopment Agency transferred to the City prior to dissolution. The properties transferred are as follows: the Great America Theme Park Property (not including the parking lot, see Note 4B), the Hilton Hotel Property, the North/South Parking Lots, the Gateway Parcel 2 Property, the Hyatt Hotel Property (not including the ballroom, see Note 4B), the Techmart Property, and the Martinson Childcare Center Property. All the properties, other than the Martinson Childcare Center Property will be sold by the Successor Agency. Until the properties are sold the rent

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 22 – SUCCESSOR AGENCY LEASE AGREEMENTS (continued)

revenues will be used to pay the Successor Agency’s enforceable obligations. The Settlement Agreement requires the City to forego the long term lease revenues generated by the properties.

A. Techmart Office Building Ground Lease

In May 1998, the former RDA entered into a long-term ground lease of the Techmart parcel with CarrAmerica. The lease has a 55 year term with options for two additional ten-year terms. The former RDA received \$1 million annual rent for each of the first ten years of the lease, which lease revenues were paid by the former RDA to the City pursuant to the First Amended Cooperation Agreement. Rent increases are scheduled as follows: 10% in the eleventh year and every five years thereafter during the initial term and 15% in the first and sixth year of each option term. Under the terms of the lease, CarrAmerica assumed responsibility for all taxes and assessments levied against the Techmart parcel and the Lessor’s interest in the ground lease is unsubordinated to any other financing. On July 13, 2006, CarrAmerica merged with Nantucket Acquisition, Inc., a wholly owned subsidiary of The Blackstone Group; the terms and conditions of the lease agreement remain in effect.

Lease revenues collected from July 1, 2012 to June 30, 2020 in the amount of \$9,942,167 were passed on to the Successor Agency. For the fiscal year ended June 30, 2021, Lessee paid rent of \$1,331,000.

The following schedule summarizes the future lease payments to be received from the Techmart lease agreement:

Fiscal Year	Amount
2022	\$ 1,331,000
2023	1,342,092
2024	1,464,100
2025	1,464,100
2026	1,464,100
Thereafter	52,189,646
Total	\$ 59,255,038

B. Hyatt Regency Hotel Ground Lease and Ballroom Lease

In April 1985, the former RDA entered into a long-term ground lease with SCCC Associates (Lessee) for the development of a certain portion of that piece of land – the Bayshore North Redevelopment Project Area, and eventual operation of a high quality hotel and related facilities, amenities and improvements including one of the Ballrooms in the Convention Center. The lease is for an initial term of 50 years. The Lessee has options to renew the lease for four additional periods of ten years each and one additional period of nine years. In 2005, SHC New Santa Clara, LLC, the successor-in-interest to SCCC Associates at that time, sold the interest to Hyatt Equities, LLC. In 2013, Hyatt Equities, LLC. sold its interest to Inland American Lodging Acquisitions, Inc.; the terms and conditions of the lease agreements remain in effect. Under the terms of the lease, the former RDA is entitled to receive a specified amount of minimum rent subject to adjustment at times specified in the lease. Lessee may also have an obligation for additional rent calculated as a predetermined percentage of the hotel gross revenues which exceed the amount specified in the lease.

CITY OF SANTA CLARA
NOTES TO BASIC FINANCIAL STATEMENTS
For the year ended June 30, 2021

NOTE 22 – SUCCESSOR AGENCY LEASE AGREEMENTS (continued)

The Settlement Agreement states that a portion of the ground lease payments from the Hyatt Hotel are derived from the Convention Center Ballroom space rental and are not related to the Hyatt Hotel ground lease. The Settlement Agreement states the City shall retain all revenues generated from the Ballroom Agreement starting July 1, 2015. Lease revenues collected from July 1, 2012 to June 30, 2015 in the amount of \$921,270 were passed on to the Successor Agency. Additional information concerning the Ballroom Lease can be found in Note 4B.

Lease revenues collected from Hyatt from July 1, 2012 to June 30, 2020 in the amount of \$14,293,169 were passed on to the Successor Agency. For the fiscal year ended June 30, 2021, the City applied the \$166,667 percentage rent for January and February 2021 to the minimum due. Lessee paid minimum rent of \$200,000 through May 2021. The remaining minimum lease of \$33,333 is due and expected to be paid in fiscal year 2021-22.

The following schedule summarizes the approximate minimum future revenues to be received from this lease:

<u>Fiscal Year</u>	<u>Ground Lease Amount</u>
2022	\$ 400,000
2023	400,000
2024	400,000
2025	400,000
2026	400,000
Thereafter	<u>3,533,333</u>
Total	<u>\$ 5,533,333</u>

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Required Supplementary Information

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CITY OF SANTA CLARA REQUIRED SUPPLEMENTARY INFORMATION

This part of the City of Santa Clara's Annual Comprehensive Report provides detailed information to better understand the data presented within the financial statements and note disclosures.

SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS

Discloses the changes and components of the net pension liability and related ratios, including the pension plan's fiduciary net position as a percentage of the total pension liability, and the net pension liability as a percentage of covered payroll.

SCHEDULE OF PLAN CONTRIBUTIONS - PENSION PLAN

Contains information of the employer's contractually required contribution rates, contributions to the pension plan and related ratios.

SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS

Discloses the changes and components of the net OPEB liability and related ratios, including OPEB's Plan Trust Fund net position as a percentage of the total OPEB liability, and the net OPEB liability as a percentage of covered employee payroll.

SCHEDULE OF PLAN CONTRIBUTIONS - OPEB PLAN

Contains information of the employer's contractually required contribution rates, contributions to the OPEB Plan and related ratios.

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL

Presents the accompanying budget and actual comparison schedules in accordance with the budgetary process.

CITY OF SANTA CLARA
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years for the Measurement Periods Ended June 30 ⁽¹⁾

Miscellaneous Plan	2020	2019
Total Pension Liability		
Service cost	\$ 15,079,332	\$ 14,448,007
Interest	54,277,035	51,858,572
Changes of assumptions	-	-
Differences between expected and actual experience	9,229,485	10,888,358
Benefit payments, including refunds of employee contributions	(43,050,194)	(41,003,947)
Net change in total pension liability	35,535,658	36,190,990
Total pension liability - beginning	763,875,314	727,684,324
Total pension liability - ending	\$ 799,410,972	\$ 763,875,314
Plan Fiduciary Net Position		
Contributions - employer	\$ 28,827,466	\$ 25,715,248
Contributions - employee	6,650,350	6,182,683
Net investment income	24,008,623	30,342,401
Benefit payments, including refunds of employee contributions	(43,050,194)	(41,003,947)
Plan to plan resource movement	-	-
Administrative expense	(675,430)	(326,982)
Other Misc Income/(Expense) ⁽²⁾	-	1,065
Net change in plan fiduciary net position	15,760,815	20,910,468
Plan fiduciary net position - beginning	479,111,639	458,201,171
Plan fiduciary net position - ending	\$ 494,872,454	\$ 479,111,639
Net Pension Liability - ending	\$ 304,538,518	\$ 284,763,675
Plan fiduciary net position as a percentage of the total pension liability	61.90%	62.72%
Covered payroll	\$ 89,410,939	\$ 81,872,333
Net pension liability as percentage of covered payroll	340.61%	347.76%

Notes to schedule:

(1) Fiscal year 2014-15 was the first year of implementation.

(2) During fiscal year 2017-18, as a result of GASB No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions, CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB No. 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during fiscal year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pension.

CITY OF SANTA CLARA
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years for the Measurement Periods Ended June 30 ⁽¹⁾

	2018	2017	2016	2015	2014
\$	13,159,021	\$ 11,975,850	\$ 10,415,730	\$ 9,909,421	\$ 10,345,749
	49,394,806	47,384,580	46,283,869	44,755,550	42,969,016
	(5,067,759)	37,018,109	-	(10,233,178)	-
	10,229,369	(2,176,270)	(2,265,081)	108,957	-
	<u>(38,252,869)</u>	<u>(35,744,281)</u>	<u>(33,491,738)</u>	<u>(31,858,297)</u>	<u>(29,847,146)</u>
	29,462,568	58,457,988	20,942,780	12,682,453	23,467,619
	698,221,756	639,763,768	618,820,988	606,138,535	582,670,916
\$	<u>727,684,324</u>	<u>\$ 698,221,756</u>	<u>\$ 639,763,768</u>	<u>\$ 618,820,988</u>	<u>\$ 606,138,535</u>
\$	22,508,822	\$ 22,015,885	\$ 18,464,042	\$ 15,625,285	\$ 14,887,751
	5,957,917	5,247,078	5,151,548	4,755,791	5,439,513
	36,908,188	44,308,442	2,186,435	9,037,882	61,358,126
	<u>(38,252,869)</u>	<u>(35,744,281)</u>	<u>(33,491,738)</u>	<u>(31,858,297)</u>	<u>(29,847,146)</u>
	(1,065)	-	(788)	(368)	-
	(674,790)	(587,320)	(247,274)	(457,051)	-
	<u>(1,281,438)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	25,164,765	35,239,804	(7,937,775)	(2,896,758)	51,838,244
	433,036,406	397,796,602	405,734,377	408,631,135	356,792,891
\$	<u>458,201,171</u>	<u>\$ 433,036,406</u>	<u>\$ 397,796,602</u>	<u>\$ 405,734,377</u>	<u>\$ 408,631,135</u>
\$	<u>269,483,153</u>	<u>\$ 265,185,350</u>	<u>\$ 241,967,166</u>	<u>\$ 213,086,611</u>	<u>\$ 197,507,400</u>
	62.97%	62.02%	62.18%	65.57%	67.42%
\$	75,515,390	\$ 71,285,526	\$ 61,942,363	\$ 58,051,406	\$ 58,020,890
	356.81%	371.95%	390.63%	367.07%	340.41%

Changes in assumptions: None in 2016, 2019 and 2020. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of the Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15%. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

CITY OF SANTA CLARA
SCHEDULE OF PLAN CONTRIBUTIONS
MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years Ended June 30 ⁽¹⁾

Miscellaneous Plan	<u>2021</u>	<u>2020</u>	<u>2019</u>
Actuarially determined contribution	\$ 31,035,143	\$ 28,987,800	\$ 23,615,964
Contributions in relation to the actuarially determined contributions	<u>(31,035,143)</u>	<u>(28,987,800)</u>	<u>(23,615,964)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 89,321,766	\$ 89,410,939	\$ 81,872,333
Contributions as a percentage of covered payroll	34.75%	32.42%	28.84%
Notes to schedule			
Valuation date	6/30/2018	6/30/2017	6/30/2016

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	26 years as of valuation date
Asset valuation method	5-year smoothed market
Inflation	2.75% for 2015 to 2019, 2.675% for 2020 and 2.50% for 2021
Salary increases	Varies by Entry Age and Service
Investment rate of return	7.50% for 2015 to 2018, 7.375% for 2019, 7.25% for 2020, and 7% for 2021, net of pension plan investment expense, including inflation
Retirement age	The probabilities of Retirement are based on the CalPERS Experience Study
Mortality	The probabilities of mortality are based on CalPERS Experience Study. Pre-retirement and Post-retirement mortality rates include 20 years of projected mortality improvement using Scale AA published by the Society of Actuaries for 2015 to 2018. For 2019, 2020, and 2021, pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

(1) Fiscal year 2014-15 was the first year of implementation.

CITY OF SANTA CLARA
SCHEDULE OF PLAN CONTRIBUTIONS
MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years Ended June 30 ⁽¹⁾

2018	2017	2016	2015
\$ 25,256,224	\$ 21,613,984	\$ 18,543,534	\$ 15,257,771
<u>(25,256,224)</u>	<u>(21,613,984)</u>	<u>(18,543,534)</u>	<u>(15,257,771)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 75,515,390	\$ 71,285,526	\$ 61,942,363	\$ 58,051,406
33.45%	30.32%	29.94%	26.28%
6/30/2015	6/30/2014	6/30/2013	6/30/2012

CITY OF SANTA CLARA
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years for the Measurement Periods Ended June 30 ⁽¹⁾

Safety Plan	2020	2019
Total Pension Liability		
Service cost	\$ 15,518,467	\$ 14,861,460
Interest	56,740,930	54,154,256
Changes of assumptions	-	-
Differences between expected and actual experience	10,124,845	8,480,853
Benefit payments, including refunds of employee contributions	(44,599,326)	(41,984,265)
Net change in total pension liability	37,784,916	35,512,304
Total pension liability - beginning	797,995,035	762,482,731
Total pension liability - ending	\$ 835,779,951	\$ 797,995,035
Plan Fiduciary Net Position		
Contributions - employer	\$ 26,654,865	\$ 23,458,623
Contributions - employee	5,589,396	5,781,715
Net investment income	26,348,251	33,408,137
Benefit payments, including refunds of employee contributions	(44,599,326)	(41,984,265)
Plan to plan resource movement	-	-
Administrative expense	(744,424)	(362,341)
Other Misc Income/(Expense) ⁽²⁾	-	1,182
Net change in plan fiduciary net position	13,248,762	20,303,051
Plan fiduciary net position - beginning	528,052,458	507,749,407
Plan fiduciary net position - ending	\$ 541,301,220	\$ 528,052,458
Net Pension Liability - ending	\$ 294,478,731	\$ 269,942,577
Plan fiduciary net position as a percentage of the total pension liability	64.77%	66.17%
Covered payroll	\$ 54,338,284	\$ 50,808,770
Net pension liability as percentage of covered payroll	541.94%	531.29%

Notes to schedule:

(1) Fiscal year 2014-15 was the first year of implementation.

(2) During fiscal year 2017-18, as a result of GASB No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions, CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB No. 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during fiscal year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pension.

CITY OF SANTA CLARA
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years for the Measurement Periods Ended June 30 ⁽¹⁾

2018	2017	2016	2015	2014
\$ 13,999,625	\$ 13,111,358	\$ 10,985,005	\$ 10,678,931	\$ 10,748,085
51,713,042	49,741,737	48,410,844	46,944,730	45,454,864
(3,333,870)	40,842,398	-	(11,249,844)	-
5,782,119	(1,814,831)	(3,491,487)	(3,604,245)	-
<u>(38,978,890)</u>	<u>(37,370,686)</u>	<u>(35,868,203)</u>	<u>(34,372,454)</u>	<u>(33,072,631)</u>
29,182,026	64,509,976	20,036,159	8,397,118	23,130,318
733,300,705	668,790,729	648,754,570	640,357,452	617,227,134
<u>\$ 762,482,731</u>	<u>\$ 733,300,705</u>	<u>\$ 668,790,729</u>	<u>\$ 648,754,570</u>	<u>\$ 640,357,452</u>
\$ 20,510,633	\$ 19,580,881	\$ 16,679,012	\$ 14,692,277	\$ 12,839,821
5,395,755	4,913,868	4,376,079	4,079,023	4,866,079
40,902,179	49,621,113	2,362,110	10,236,992	70,347,760
(38,978,890)	(37,370,686)	(35,868,203)	(34,372,454)	(33,072,631)
(1,182)	-	788	-	-
(751,243)	(658,507)	(279,579)	(516,273)	-
<u>(1,426,623)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
25,650,629	36,086,669	(12,729,793)	(5,880,435)	54,981,029
482,098,778	446,012,109	458,741,902	464,622,337	409,641,308
<u>\$ 507,749,407</u>	<u>\$ 482,098,778</u>	<u>\$ 446,012,109</u>	<u>\$ 458,741,902</u>	<u>\$ 464,622,337</u>
<u>\$ 254,733,324</u>	<u>\$ 251,201,927</u>	<u>\$ 222,778,620</u>	<u>\$ 190,012,668</u>	<u>\$ 175,735,115</u>
66.59%	65.74%	66.69%	70.71%	72.56%
\$ 47,569,993	\$ 47,064,869	\$ 41,116,053	\$ 38,909,866	\$ 38,845,554
535.49%	533.74%	541.83%	488.34%	452.39%

Changes in assumptions: None in 2016, 2019 and 2020. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of the Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15%. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

CITY OF SANTA CLARA
SCHEDULE OF PLAN CONTRIBUTIONS
SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years Ended June 30 ⁽¹⁾

Safety Plan	2021	2020	2019
Actuarially determined contribution	\$ 29,295,456	\$ 27,099,469	\$ 23,484,760
Contributions in relation to the actuarially determined contributions	(29,295,456)	(27,099,469)	(23,484,760)
Contribution deficiency (excess)	\$ -	\$ -	\$ -
Covered payroll	\$ 54,912,443	\$ 54,338,284	\$ 50,808,770
Contributions as a percentage of covered payroll	53.35%	49.87%	46.22%
Notes to schedule			
Valuation date	6/30/2018	6/30/2017	6/30/2016

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	26 years as of valuation date
Asset valuation method	5-year smoothed market
Inflation	2.75% for 2015 to 2019, 2.625% for 2020 and 2.50% for 2021
Salary increases	Varies by Entry Age and Service
Investment rate of return	7.50% for 2015 to 2018, 7.375% for 2019, 7.25% for 2020, and 7% for 2021, net of pension plan investment expense, including inflation
Retirement age	The probabilities of Retirement are based on the CalPERS Experience Study
Mortality	The probabilities of mortality are based on CalPERS Experience Study. Pre-retirement and Post-retirement mortality rates include 20 years of projected mortality improvement using Scale BB published by the Society of Actuaries for 2015 to 2018. For 2019, 2020, and 2021, pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

(1) Fiscal year 2014-15 was the first year of implementation.

CITY OF SANTA CLARA
SCHEDULE OF PLAN CONTRIBUTIONS
SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
Last Ten Fiscal Years Ended June 30 ⁽¹⁾

2018	2017	2016	2015
\$ 22,002,506	\$ 19,735,867	\$ 17,365,058	\$ 14,776,850
(22,002,506)	(19,735,867)	(17,365,058)	(14,776,850)
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 47,569,993	\$ 47,064,869	\$ 41,116,053	\$ 38,909,866
46.25%	41.93%	42.23%	37.98%
6/30/2015	6/30/2014	6/30/2013	6/30/2012

CITY OF SANTA CLARA
SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
OPEB PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PLAN
Last Ten Fiscal Years for the Measurement Periods Ended June 30 ⁽¹⁾
(In Thousands)

	2021	2020	2019	2018	2017
Total OPEB Liability					
Service cost	\$ 2,091	\$ 2,030	\$ 2,264	\$ 2,198	\$ 2,134
Interest	3,292	3,200	3,478	3,343	3,194
Differences between expected and actual experience	(326)	-	(1,644)	-	-
Changes of assumptions	1,709	-	(5,838)	-	-
Benefit payments including refunds	(3,592)	(3,498)	(3,096)	(3,036)	(2,034)
Net change in total OPEB liability	3,174	1,732	(4,836)	2,505	3,294
Total OPEB liability - beginning	62,412	60,680	65,516	63,011	59,717
Total OPEB liability - ending	\$ 65,586	\$ 62,412	\$ 60,680	\$ 65,516	\$ 63,011
Plan Fiduciary Net Position					
Contributions - employer	\$ 4,535	\$ 4,696	\$ 5,366	\$ 6,300	\$ 2,733
Net investment income	2,957	1,403	1,410	524	738
Benefit payments including refunds	(3,592)	(3,498)	(3,096)	(3,036)	(2,034)
Administrative expense	(59)	(100)	(91)	(71)	(73)
Net change in plan fiduciary net position	3,841	2,501	3,589	3,717	1,364
Plan fiduciary net position - beginning	25,035	22,534	18,945	15,228	13,864
Plan fiduciary net position - ending	\$ 28,876	\$ 25,035	\$ 22,534	\$ 18,945	\$ 15,228
Net OPEB Liability - ending	\$ 36,710	\$ 37,377	\$ 38,146	\$ 46,571	\$ 47,783
Plan fiduciary net position as a percentage of the total OPEB liability	44.0%	40.1%	37.1%	28.9%	24.2%
Covered-employee payroll	\$ 163,594	\$ 164,431	\$ 151,453	\$ 135,297	\$ 102,468
Net OPEB liability as percentage of covered payroll	22.4%	22.7%	25.2%	34.4%	46.6%

Notes to schedule:

(1) Fiscal year 2016-17 was the first year of implementation.

CITY OF SANTA CLARA
SCHEDULE OF PLAN CONTRIBUTIONS
OPEB PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PLAN
Last Ten Fiscal Years Ended June 30⁽¹⁾
(In Thousands)

	2021	2020	2019	2018	2017
Actuarially determined contribution	\$ 4,826	\$ 4,681	\$ 5,306	\$ 5,466	\$ 2,981
Contributions in relation to the actuarially determined contributions	4,535	4,696	5,366	6,300	2,981
Contribution deficiency (excess)	<u>\$ 291</u>	<u>\$ (15)</u>	<u>\$ (60)</u>	<u>\$ (834)</u>	<u>\$ -</u>
Covered-employee payroll	163,594	164,431	151,453	\$ 135,297	\$ 102,468
Contributions as a percentage of covered payroll	2.77%	2.86%	3.54%	4.66%	2.91%

Notes to schedule:

(1) Fiscal year 2016-17 was the first year of implementation.

CITY OF SANTA CLARA

Notes to Schedule of Employer Contribution (OPEB Plan)

Methods and Assumptions for 2020-21 Actuarially Determine Contributions	
Actuarial valuation date	June 30, 2018
Actuarial cost method	Entry Age Normal , Level Percentage of Payroll
Amortization method	Level percent of payroll
Unfunded liability amortization	30 years (closed period) for initial UAAL (18 Years remaining on June 30, 2021) 20 years (closed period) for implied subsidy on 06/30/2019 15 years (open period) for method, assumption, plan changes, and gains and losses Maximum 30-year combined period
Asset valuation method	Investment gains and losses spread over a 5-year rolling period. Not less than 80% nor greater than 120% of fair value
Discount rate	5.25%
General inflation	2.75%
Healthcare trend	Non-Medicare - 7.5% for 2020, decreasing to an ultimate rate of 4% in 2076 Medicare (Non-Kaiser)- 6.1% for 2020 decreasing to an ultimate rate of 4% in 2076 Medicare (Kaiser)- 5% for 2020 decreasing to an ultimate rate of 4% in 2076
Mortality	CalPERS 1997-2015 Experience Study
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2018

**CITY OF SANTA CLARA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)
For the year ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts Budgetary Basis</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
REVENUES				
Taxes:				
Sales	\$ 55,600,000	\$ 55,600,000	\$ 56,178,097	\$ 578,097
Ad valorem	66,982,000	66,982,000	68,772,921	1,790,921
Transient occupancy	17,625,000	3,625,000	2,949,235	(675,765)
Other	5,938,000	5,938,000	5,823,809	(114,191)
Licenses, permits, fines and penalties	12,509,300	11,509,300	12,558,892	1,049,592
Intergovernmental	226,000	2,724,317	2,722,419	(1,898)
Charges for services	45,721,818	39,545,818	35,220,034	(4,325,784)
Contributions in-lieu of taxes	23,699,830	23,699,830	24,548,225	848,395
Interest and rents	15,301,409	13,689,581	14,770,835	1,081,254
Other	350,000	8,387,922	6,732,356	(1,655,566)
Total Revenues	243,953,357	231,701,768	230,276,823	(1,424,945)
EXPENDITURES				
General Government:				
General Administration	22,806,052	18,521,796	14,839,620	3,682,176
City Clerk	2,070,555	1,866,147	1,789,568	76,579
City Attorney	2,716,125	2,542,517	2,299,963	242,554
Human Resources	4,477,933	3,733,152	3,063,719	669,433
Finance	17,456,419	16,578,031	15,919,523	658,508
Total General Government	49,527,084	43,241,643	37,912,393	5,329,250
Public Works	24,287,567	23,490,990	23,145,030	345,960
Parks and Recreation	22,987,124	17,087,456	16,891,514	195,942
Public Safety:				
Police	78,033,073	74,413,692	74,126,694	286,998
Fire	58,731,539	59,821,393	58,524,558	1,296,835
Total Public Safety	136,764,612	134,235,085	132,651,252	1,583,833
Planning and Inspection	16,592,755	16,031,849	13,554,943	2,476,906
Library	11,905,848	10,255,330	8,801,390	1,453,940
Total Expenditures	262,064,990	244,342,353	232,956,522	11,385,831

**CITY OF SANTA CLARA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)
For the year ended June 30, 2021
(continued)**

	<u>Budgeted Amounts</u>		<u>Actual Amounts Budgetary Basis</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(18,111,633)	(12,640,585)	(2,679,699)	9,960,886
OTHER FINANCING SOURCES (USES)				
Transfers in	1,463,765	6,238,152	7,876,198	1,638,046
Transfers (out)	(23,180,390)	(33,043,894)	(33,043,894)	-
Total Other Financing Sources (Uses)	(21,716,625)	(26,805,742)	(25,167,696)	1,638,046
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES - BUDGETARY BASIS	<u>\$ (39,828,258)</u>	<u>\$ (39,446,327)</u>	\$ (27,847,395)	<u>\$ 11,598,932</u>
ADJUSTMENTS TO BUDGETARY BASIS:				
Prior year encumbrances recognized on the GAAP basis			(4,273,691)	
Current year encumbrances recognized on the budgetary basis			4,817,658	
Net change in receivables recognized on the GAAP basis			(9,245,076)	
Net change in accrued liabilities recognized on the GAAP basis			(4,451,191)	
Net change in funds for GAAP Basis not included in annual budget			19,165	
Beginning Fund balance			<u>218,576,162</u>	
GASB84 implementation adjustment			206,549	
Ending Fund balance			<u>\$ 177,802,181</u>	

**CITY OF SANTA CLARA
SANTA CLARA HOUSING SUCCESSOR
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)
For the year ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amount Budgetary Basis</u>	<u>Variance</u>
	<u>Original</u>	<u>Final</u>		<u>Positive (Negative)</u>
REVENUES				
Charges for services	\$ 31,000	\$ 31,000	\$ 9,751	\$ (21,249)
Interest and rents	200,000	200,000	199,832	(168)
Other	<u>300,000</u>	<u>11,950,000</u>	<u>12,992,674</u>	<u>1,042,674</u>
Total Revenues	<u>531,000</u>	<u>12,181,000</u>	<u>13,202,257</u>	<u>1,021,257</u>
EXPENDITURES				
Current:				
General Administration				
Salary & benefits	375,994	375,994	251,941	124,053
Material, service & supplies	557,500	589,934	656,865	(66,931)
Internal service fund charges	31,450	30,352	30,352	-
Capital outlay	<u>5,000,000</u>	<u>21,650,000</u>	<u>11,657,596</u>	<u>9,992,404</u>
Total General Administration	<u>5,964,944</u>	<u>22,646,280</u>	<u>12,596,754</u>	<u>10,049,526</u>
Total Expenditures	<u>5,964,944</u>	<u>22,646,280</u>	<u>12,596,754</u>	<u>10,049,526</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(5,433,944)</u>	<u>(10,465,280)</u>	<u>605,503</u>	<u>11,070,783</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>\$ (5,433,944)</u>	<u>\$ (10,465,280)</u>	<u>605,503</u>	<u>\$ 11,070,783</u>
ADJUSTMENTS TO BUDGETARY BASIS:				
Expenditures of prior year encumbrances recognized on the GAAP basis			(165,334)	
Current year encumbrances recognized on the budgetary basis			344,361	
Net change in accrued liabilities recognized on the GAAP basis			88,704	
Net change in land held for development recognized on the GAAP basis			(11,650,000)	
Beginning Fund balance			<u>31,888,508</u>	
Ending Fund balance			<u>\$ 21,111,742</u>	

CITY OF SANTA CLARA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2021

NOTE 1 – REQUIRED SUPPLEMENTARY INFORMATION

A. BUDGETS AND BUDGETARY ACCOUNTING

The results of operations are presented in the budget and actual comparison statement in accordance with the budgetary process (budgetary basis) to provide a meaningful comparison with the budget.

The major differences between the budgetary basis actual and GAAP basis actual are as follows:

- Year-end encumbrances are recognized as the equivalent of expenditures in the budgetary basis financial statements, while encumbered amounts are not recognized as expenditures on the GAAP basis until the liability is incurred.
- Expenditures of prior year encumbrances are recognized on the GAAP basis in the current year, while on the budgetary basis prior year encumbrances were recognized in the prior year.
- Accrued liabilities and compensated absences are recognized on the GAAP basis, while the budgetary basis does not recognize accrued liabilities.
- Revenues considered susceptible to accrual on the GAAP basis are not recognized on the budgetary basis until received.
- Special item resulted from dissolution of the Agency are included in the City's GAAP basis financial statements. However, formal budgets are not prepared for non-cash transactions, and as such are excluded from the budgetary basis financial schedules.
- Increases to certain GAAP basis advances to other funds are treated as expenditures for budgetary basis financial statements.

Supplementary Information

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<p style="text-align: center;">CITY OF SANTA CLARA NON-MAJOR GOVERNMENTAL FUNDS</p>
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SPECIAL REVENUE FUNDS

GAS TAX

The fund accounts for revenues and expenditures received from the State under Street and Highways Codes Sections 2105 (Gas Tax 2105), 2106 (Collier-Unruh) and 2107 (Special Gas Tax) and from the State under the Road Repair and Accountability Act of 2017 under the Streets and Highways Code Section 2030. The allocations must be spent for street maintenance or construction and a limited amount for engineering.

HUD PROGRAMS

This fund accounts for grant funds received from other governmental agencies for the purpose of developing viable urban communities.

CITY AFFORDABLE HOUSING

This fund accounts for the City's Below Market Housing Program for low and moderate income residents.

SANTA CLARA HOUSING AUTHORITY FUND

On February 22, 2011, the Santa Clara Housing Authority (SCHA), a special revenue fund, was established to account for housing loans to assist in providing affordable housing. On March 8, 2011, the City, former RDA, and the SCHA executed an assignment and assumption agreement whereby the SCHA assumed responsibility for housing loans for qualifying individuals and groups. Loans assigned were made under various programs; substantially all are long-term in nature.

MAINTENANCE

This fund accounts for the maintenance of the Lawrence Station Community Facility District and two Parking Districts located near the City's Convention Center and the downtown area. Funds are received by means of a Special Benefit Assessment levied against the property owners in the respective districts.

OPERATING GRANTS FUND

This fund accounts for grant funds received from other governmental agencies for various operating activities.

NEW DEVELOPMENT SERVICE FEE

This fund accounts for the revenues and expenditures from the new development-related activities across the City departments.

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CITY OF SANTA CLARA NON-MAJOR GOVERNMENTAL FUNDS (continued)

DEBT SERVICE FUNDS

PUBLIC FACILITIES FINANCING CORPORATION (PFFC)

This fund accumulates monies for the repayment of Certificates of Participation, which are financed by lease payments made by the City's General Fund to the PFFC for use of the Police Administration Building and Library sites.

CAPITAL PROJECTS FUNDS

PARKS AND RECREATION FACILITIES

This fund was established to account for revenues, contributions and reimbursements received and costs incurred in connection with the acquisition and construction of the City parks.

STREETS AND HIGHWAYS IMPROVEMENT

This fund is used to account for revenues and expenditures related to road construction and traffic improvements.

STORM DRAIN IMPROVEMENT

This fund is used to account for revenues and expenditures related to the construction or modification of the City's storm drainage system.

FIRE DEPARTMENT IMPROVEMENT

This fund is used to account for revenues and expenditures related to the construction or modification of City fire stations.

LIBRARY DEPARTMENT IMPROVEMENT

This fund is used to account for revenues and expenditures related to the construction or modification of the City's library facilities.

PUBLIC FACILITIES

This fund is used to account for revenues and expenditures related to the construction, acquisition or modification of public improvements not accounted for in another Capital Projects Fund.

SPECIAL ASSESSMENTS

Special Assessment District funds are used to finance public improvements deemed to benefit the properties against which special assessments are made.

**CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
June 30, 2021**

SPECIAL REVENUE FUNDS

	<u>Gas Tax</u>	<u>HUD Programs</u>	<u>City Affordable Housing</u>
ASSETS			
Cash and investments:			
Pooled cash and investments	\$ 1,621,881	\$ 1,056,591	\$ 11,669,924
Investments with fiscal agent - current	-	-	-
Restricted cash	-	-	-
Receivables (net of allowance for uncollectibles):			
Accounts	-	-	-
Loans	-	11,216,692	34,774,136
Intergovernmental	555,732	1,326,486	241,417
Investments with fiscal agent - noncurrent	-	-	-
Total Assets	<u>\$ 2,177,613</u>	<u>\$ 13,599,769</u>	<u>\$ 46,685,477</u>
LIABILITIES			
Accrued liabilities	\$ -	\$ 1,112,862	\$ 137,903
Unearned revenue	-	-	-
Advances from other funds	-	-	-
Total Liabilities	<u>-</u>	<u>1,112,862</u>	<u>137,903</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - Loans	-	11,216,692	34,774,136
Total Deferred Inflows of Resources	<u>-</u>	<u>11,216,692</u>	<u>34,774,136</u>
FUND BALANCES			
Restricted	2,177,613	1,270,215	11,773,438
Committed	-	-	-
Total Fund Balances	<u>2,177,613</u>	<u>1,270,215</u>	<u>11,773,438</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 2,177,613</u>	<u>\$ 13,599,769</u>	<u>\$ 46,685,477</u>

**CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET**

June 30, 2021

<u>SPECIAL REVENUE FUNDS</u>				<u>DEBT SERVICE FUND</u>
<u>Santa Clara Housing Authority</u>	<u>Maintenance</u>	<u>Operating Grants Fund</u>	<u>New Development Service Fee</u>	<u>Public Facilities Financing Corp.</u>
\$ 3,888,627	\$ 1,499,710	\$ 14,514,570	\$ 694,338	\$ 19,365
-	-	-	-	4
-	144,324	-	-	-
-	-	-	-	-
6,811,512	-	-	-	-
-	-	383,916	-	-
-	-	-	-	703,714
<u>\$ 10,700,139</u>	<u>\$ 1,644,034</u>	<u>\$ 14,898,486</u>	<u>\$ 694,338</u>	<u>\$ 723,083</u>
\$ 23,150	\$ 40,359	\$ 252,218	\$ 162,641	\$ -
-	-	13,115,663	-	-
-	-	-	-	-
<u>23,150</u>	<u>40,359</u>	<u>13,367,881</u>	<u>162,641</u>	<u>-</u>
6,811,512	-	-	-	-
6,811,512	-	-	-	-
-	1,603,675	1,530,605	531,697	723,083
3,865,477	-	-	-	-
<u>3,865,477</u>	<u>1,603,675</u>	<u>1,530,605</u>	<u>531,697</u>	<u>723,083</u>
<u>\$ 10,700,139</u>	<u>\$ 1,644,034</u>	<u>\$ 14,898,486</u>	<u>\$ 694,338</u>	<u>\$ 723,083</u>

CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
June 30, 2021 (continued)

	CAPITAL PROJECTS FUNDS		
	Parks and Recreation Facilities	Streets and Highways Improvement	Storm Drain Improvement
ASSETS			
Cash and investments:			
Pooled cash and investments	\$ 19,950,222	\$ 46,040,287	\$ 10,019,678
Investments with fiscal agent - current	-	-	-
Restricted cash	-	2,146,253	-
Receivables (net of allowance for uncollectibles):			
Accounts	-	4,488	113,468
Loans	-	-	-
Intergovernmental	-	6,082,203	-
Investments with fiscal agent - noncurrent	-	-	-
Total Assets	\$ 19,950,222	\$ 54,273,231	\$ 10,133,146
LIABILITIES			
Accrued liabilities	\$ 167,835	\$ 2,744,723	\$ 732,205
Unearned revenue	-	-	-
Advances from other funds	6,618,748	-	-
Total Liabilities	6,786,583	2,744,723	732,205
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - Loans	-	-	-
Total Deferred Inflows of Resources	-	-	-
FUND BALANCES			
Restricted	8,828,315	35,897,099	641,202
Committed	4,335,324	15,631,409	8,759,739
Total Fund Balances	13,163,639	51,528,508	9,400,941
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 19,950,222	\$ 54,273,231	\$ 10,133,146

**CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
June 30, 2021 (continued)**

CAPITAL PROJECTS FUNDS

<u>Fire Department Improvement</u>	<u>Library Department Improvement</u>	<u>Public Facilities</u>	<u>Special Assessments</u>	<u>Total Non-Major Governmental Funds</u>
\$ 957,169	\$ 211,532	\$ 18,913,044	\$ -	\$ 131,056,938
-	-	-	-	4
-	-	-	-	2,290,577
-	-	727,273	-	845,229
-	-	-	-	52,802,340
-	-	-	-	8,589,754
-	-	-	-	703,714
<u>\$ 957,169</u>	<u>\$ 211,532</u>	<u>\$ 19,640,317</u>	<u>\$ -</u>	<u>\$ 196,288,556</u>
\$ 6,571	\$ 14,094	\$ 425,392	\$ -	\$ 5,819,953
-	-	-	-	13,115,663
-	-	-	-	6,618,748
<u>6,571</u>	<u>14,094</u>	<u>425,392</u>	<u>-</u>	<u>25,554,364</u>
-	-	-	-	52,802,340
-	-	-	-	52,802,340
-	-	2,397,031	-	67,373,973
<u>950,598</u>	<u>197,438</u>	<u>16,817,894</u>	<u>-</u>	<u>50,557,879</u>
<u>950,598</u>	<u>197,438</u>	<u>19,214,925</u>	<u>-</u>	<u>117,931,852</u>
<u>\$ 957,169</u>	<u>\$ 211,532</u>	<u>\$ 19,640,317</u>	<u>\$ -</u>	<u>\$ 196,288,556</u>

CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the year ended June 30, 2021

	SPECIAL REVENUE FUNDS		
	Gas Tax	HUD Programs	City Affordable Housing
REVENUES			
Taxes:			
Other	\$ -	\$ -	\$ -
Intergovernmental	5,249,951	3,143,268	840
Charges for services	-	1,467	52,564
Interest and rents	232,220	29,731	156,976
Other	-	867,105	1,110,893
Total Revenues	5,482,171	4,041,571	1,321,273
EXPENDITURES			
Current:			
General Administration	-	3,507,932	902,731
Public Works	-	-	-
Parks and Recreation	-	-	-
Public Safety:			
Police	-	-	-
Fire	-	-	-
Planning and Inspection	-	-	-
Library	-	-	-
Capital outlay	-	204,267	-
Debt service:			
Principal payments	-	-	-
Interest and fiscal fees	-	-	-
Total Expenditures	-	3,712,199	902,731
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	5,482,171	329,372	418,542
OTHER FINANCING SOURCES (USES)			
Transfers in	2,076,876	-	3,100,000
Transfers (out)	(5,710,356)	-	-
Total Other Financing Sources (Uses)	(3,633,480)	-	3,100,000
NET CHANGE IN FUND BALANCE	1,848,691	329,372	3,518,542
Fund balances - beginning	328,922	940,843	8,254,896
GASB84 Implementation Adjustment	-	-	-
Fund balances - beginning as restated	328,922	940,843	8,254,896
Fund balances - ending	\$ 2,177,613	\$ 1,270,215	\$ 11,773,438

CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the year ended June 30, 2021

SPECIAL REVENUE FUNDS				DEBT SERVICE FUND
Santa Clara Housing Authority	Maintenance	Operating Grants Fund	New Development Service Fee	Public Facilities Financing Corp.
\$ -	\$ 195,280	\$ -	\$ -	\$ -
-	-	1,952,634	-	-
1,047	937,040	58,148	-	-
55,259	7,296	7,871	-	303
300,301	-	38,757	411,861	-
<u>356,607</u>	<u>1,139,616</u>	<u>2,057,410</u>	<u>411,861</u>	<u>303</u>
135,566	-	1,805,494	-	-
-	1,355,278	78,340	-	-
-	7,724	491,961	-	-
-	-	869,585	-	-
-	-	1,198,012	-	-
-	-	233,534	1,167,148	-
-	-	118,284	-	-
-	-	258,867	-	-
-	-	-	-	1,930,000
-	-	-	-	572,457
<u>135,566</u>	<u>1,363,002</u>	<u>5,054,077</u>	<u>1,167,148</u>	<u>2,502,457</u>
<u>221,041</u>	<u>(223,386)</u>	<u>(2,996,667)</u>	<u>(755,287)</u>	<u>(2,502,154)</u>
-	926,920	3,512,601	-	2,500,344
-	(6,000)	(1,000,000)	-	-
-	920,920	2,512,601	-	2,500,344
221,041	697,534	(484,066)	(755,287)	(1,810)
3,644,436	906,141	2,014,671	-	724,893
-	-	-	1,286,984	-
<u>3,644,436</u>	<u>906,141</u>	<u>2,014,671</u>	<u>1,286,984</u>	<u>724,893</u>
<u>\$ 3,865,477</u>	<u>\$ 1,603,675</u>	<u>\$ 1,530,605</u>	<u>\$ 531,697</u>	<u>\$ 723,083</u>

CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the year ended June 30, 2021 (continued)

	CAPITAL PROJECTS FUNDS		
	Parks and Recreation Facilities	Streets and Highways Improvement	Storm Drain Improvement
REVENUES			
Taxes:			
Other	\$ -	\$ -	\$ -
Intergovernmental	30,845	9,243,506	-
Charges for services	-	-	1,479,661
Interest and rents	359,753	199,547	9,233
Other	2,785,991	1,558,984	-
Total Revenues	3,176,589	11,002,037	1,488,894
EXPENDITURES			
Current:			
General Administration	-	-	-
Public Works	-	3,010,088	819,055
Parks and Recreation	141,065	-	-
Public Safety:			
Police	-	-	-
Fire	-	-	-
Planning and Inspection	-	-	-
Library	-	-	-
Capital outlay	4,805,876	14,468,967	1,746,533
Debt service:			
Principal payments	-	-	-
Interest and fiscal fees	-	-	-
Total Expenditures	4,946,941	17,479,055	2,565,588
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,770,352)	(6,477,018)	(1,076,694)
OTHER FINANCING SOURCES (USES)			
Transfers in	1,221,880	16,987,460	4,489,447
Transfers (out)	(803,549)	(2,839,832)	(1,461,000)
Total Other Financing Sources (Uses)	418,331	14,147,628	3,028,447
NET CHANGE IN FUND BALANCE	(1,352,021)	7,670,610	1,951,753
Fund balances - beginning	14,515,660	36,694,138	7,449,188
GASB84 Implementation Adjustment	-	7,163,760	-
Fund balances - beginning as adjusted	14,515,660	43,857,898	7,449,188
Fund balances - ending	\$ 13,163,639	\$ 51,528,508	\$ 9,400,941

CITY OF SANTA CLARA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the year ended June 30, 2021 (continued)

CAPITAL PROJECTS FUNDS				
Fire Department Improvement	Library Department Improvement	Public Facilities	Special Assessments	Total Non-Major Governmental Funds
\$ -	\$ -	\$ -	\$ -	\$ 195,280
-	-	-	-	19,621,044
-	-	-	-	2,529,927
-	-	2,375	-	1,060,564
-	-	1,880,650	-	8,954,542
-	-	1,883,025	-	32,361,357
-	-	3,790,441	5,477	10,147,641
-	-	170,921	-	5,433,682
-	-	-	-	640,750
-	-	-	-	869,585
60,433	-	-	-	1,258,445
-	-	-	-	1,400,682
-	13,076	-	-	131,360
6,570	107,652	4,350,226	-	25,948,958
-	-	-	-	1,930,000
-	-	-	-	572,457
67,003	120,728	8,311,588	5,477	48,333,560
(67,003)	(120,728)	(6,428,563)	(5,477)	(15,972,203)
290,796	128,058	6,243,227	-	41,477,609
(192,673)	(21,119)	(5,033,566)	(1,079,916)	(18,148,011)
98,123	106,939	1,209,661	(1,079,916)	23,329,598
31,120	(13,789)	(5,218,902)	(1,085,393)	7,357,395
919,478	211,227	24,433,827	1,085,393	102,123,713
-	-	-	-	8,450,744
919,478	211,227	24,433,827	1,085,393	110,574,457
\$ 950,598	\$ 197,438	\$ 19,214,925	\$ -	\$ 117,931,852

**CITY OF SANTA CLARA
SPECIAL REVENUE FUNDS
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)
For the year ended June 30, 2021**

	Maintenance		Variance Positive (Negative)
	Budget	Actual Amount Budgetary Basis	
REVENUES			
Taxes-Other	\$ 197,252	\$ 195,280	\$ (1,972)
Charges for services	937,144	937,040	(104)
Interest and rents	3,826	7,296	3,470
Total Revenues	<u>1,138,222</u>	<u>1,139,616</u>	<u>1,394</u>
EXPENDITURES			
Current:			
Total Public Works	1,844,211	1,286,814	557,397
Total Parks and Recreation	157,802	65,567	92,235
Total Expenditures	<u>2,002,013</u>	<u>1,352,381</u>	<u>649,632</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(863,791)</u>	<u>(212,765)</u>	<u>651,026</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	926,920	926,920	-
Transfers out	(6,000)	(6,000)	-
Total Other Financing Sources (Uses)	<u>920,920</u>	<u>920,920</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>\$ 57,129</u>	708,155	<u>\$ 651,026</u>
ADJUSTMENTS TO BUDGETARY BASIS:			
Expenditures of prior year encumbrances recognized on the GAAP basis		(83,729)	
Current year encumbrances recognized on the budgetary basis		65,791	
Net change in accrued liabilities recognized on the GAAP basis		7,317	
Beginning Fund balance		<u>906,141</u>	
Ending Fund balance		<u>\$ 1,603,675</u>	

<p style="text-align: center;">CITY OF SANTA CLARA NON-MAJOR ENTERPRISE FUNDS</p>
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Non-Major Enterprise Funds are used to finance and account for operations and activities performed by designated departments in the City or through third party agreements.

SOLID WASTE FUND

This fund accounts for the administration of the City's garbage and rubbish collection service.

CEMETERY FUND

This fund accounts for the activities of the Mission City Memorial Park.

SANTA CLARA GOLF AND TENNIS CLUB FUND (SCG&TC)

The SCG&TC was established in 1984 to account for the operations of the City's Public Golf Course or through third party agreements.

SANTA CLARA CONVENTION CENTER FUND

The Santa Clara Convention Center Fund was established in 1984 to account for the operations of the City's Convention Center or through third party agreements.

SPORTS AND OPEN SPACE AUTHORITY FUND (SOSA)

SOSA was created by the City Council in 1974 for the acquisition and development of open space within the City and the development of local sports activities.

CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021

	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Santa Clara Golf and Tennis Club</u>
ASSETS			
Current assets:			
Cash and investments:			
Pooled cash and investments	\$ 5,517,078	\$ 2,441,092	\$ -
Receivables (net of allowance for uncollectible):			
Accounts	4,473,242	8	-
Due from other funds	-	255,944	-
Total current assets	<u>9,990,320</u>	<u>2,697,044</u>	<u>-</u>
Noncurrent assets:			
Restricted cash	1,107,028	-	-
Capital assets:			
Land	-	1,096,874	-
Buildings, infrastructure and land improvements	127,362	1,280,641	-
Equipment	37,170	17,705	-
Construction in progress	-	-	-
	<u>164,532</u>	<u>2,395,220</u>	<u>-</u>
Less accumulated depreciation	<u>75,466</u>	<u>1,134,045</u>	<u>-</u>
Net capital assets	<u>89,066</u>	<u>1,261,175</u>	<u>-</u>
Total noncurrent assets	<u>1,196,094</u>	<u>1,261,175</u>	<u>-</u>
Total assets	<u>11,186,414</u>	<u>3,958,219</u>	<u>-</u>
DEFERRED OUTFLOWS OF RESOURCES			
OPEB related items	21,705	8,624	-
Pension related items	698,749	277,649	-
Total deferred outflows of resources	<u>720,454</u>	<u>286,273</u>	<u>-</u>

**CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021**

<u>Santa Clara Convention Center</u>	<u>Sports and Open Space Authority</u>	<u>TOTAL Non-Major Enterprise Funds</u>
\$ 11,740,400	\$ 13,686	\$ 19,712,256
265,692	-	4,738,942
-	-	255,944
<u>12,006,092</u>	<u>13,686</u>	<u>24,707,142</u>
61,605	-	1,168,633
-	1,995,998	3,092,872
78,353,492	-	79,761,495
2,957,267	-	3,012,142
731,967	-	731,967
<u>82,042,726</u>	<u>1,995,998</u>	<u>86,598,476</u>
<u>58,716,683</u>	<u>-</u>	<u>59,926,194</u>
<u>23,326,043</u>	<u>1,995,998</u>	<u>26,672,282</u>
<u>23,387,648</u>	<u>1,995,998</u>	<u>27,840,915</u>
<u>35,393,740</u>	<u>2,009,684</u>	<u>52,548,057</u>
-	-	30,329
-	-	976,398
<u>-</u>	<u>-</u>	<u>1,006,727</u>
		(continued)

CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021

	Solid Waste	Cemetery	Santa Clara Golf and Tennis Club
LIABILITIES			
Current liabilities:			
Accrued liabilities	3,125,039	21,892	-
Unearned revenue	-	-	-
Accrued compensated absences	21,784	17,185	-
Current portion of landfill closure liability	623,700	-	-
Total current liabilities	<u>3,770,523</u>	<u>39,077</u>	<u>-</u>
Noncurrent liabilities:			
Advance from other funds	-	7,111,149	-
Long-term compensated absences	168,653	133,050	-
Landfill closure liability	5,071,359	-	-
Net OPEB liability	554,320	220,259	-
Net pension liability	4,598,534	1,827,232	-
Total noncurrent liabilities	<u>10,392,866</u>	<u>9,291,690</u>	<u>-</u>
Total liabilities	<u>14,163,389</u>	<u>9,330,767</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES			
OPEB related items	84,668	33,643	-
Pension related items	6,956	2,764	-
Total deferred inflows of resources	<u>91,624</u>	<u>36,407</u>	<u>-</u>
NET POSITION			
Net investment in capital assets	89,066	1,261,175	-
Restricted for capital projects and other agreements	1,107,028	1,932,884	-
Unrestricted	<u>(3,544,239)</u>	<u>(8,316,741)</u>	<u>-</u>
Total net position (deficit)	<u>\$ (2,348,145)</u>	<u>\$ (5,122,682)</u>	<u>\$ -</u>

CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021

Santa Clara Convention Center	Sports and Open Space Authority	TOTAL Non-Major Enterprise Funds
276,713	-	3,423,644
6,489,656	-	6,489,656
-	-	38,969
-	-	623,700
<u>6,766,369</u>	<u>-</u>	<u>10,575,969</u>
-	-	7,111,149
-	-	301,703
-	-	5,071,359
-	-	774,579
<u>-</u>	<u>-</u>	<u>6,425,766</u>
<u>-</u>	<u>-</u>	<u>19,684,556</u>
<u>6,766,369</u>	<u>-</u>	<u>30,260,525</u>
-	-	118,311
<u>-</u>	<u>-</u>	<u>9,720</u>
<u>-</u>	<u>-</u>	<u>128,031</u>
23,326,043	1,995,998	26,672,282
61,605	-	3,101,517
<u>5,239,723</u>	<u>13,686</u>	<u>(6,607,571)</u>
<u>\$ 28,627,371</u>	<u>\$ 2,009,684</u>	<u>\$ 23,166,228</u>

**CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
For the year ended June 30, 2021**

	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Santa Clara Golf and Tennis Club</u>
Operating revenues:			
Charges for services	\$ 26,070,404	\$ 837,287	\$ -
Other	509,001	6,643	-
Total operating revenues	<u>26,579,405</u>	<u>843,930</u>	<u>-</u>
Operating expenses:			
Salaries and benefits	1,737,844	838,026	-
Materials, services and supplies	27,887,748	517,440	-
Depreciation	8,626	11,182	-
Total operating expenses	<u>29,634,218</u>	<u>1,366,648</u>	<u>-</u>
Operating income (loss)	<u>(3,054,813)</u>	<u>(522,718)</u>	<u>-</u>
Nonoperating revenues (expenses):			
Interest revenue	32,965	26,087	-
Rents and royalties	24,041	-	-
Total nonoperating revenues (expenses)	<u>57,006</u>	<u>26,087</u>	<u>-</u>
Income (loss) before contributions and transfers	(2,997,807)	(496,631)	-
Transfers in	1,023,659	300,000	4,224,133
Transfers (out)	<u>(38,570)</u>	<u>(2,741)</u>	<u>-</u>
Change in net position	(2,012,718)	(199,372)	4,224,133
Total net position - beginning	<u>(335,427)</u>	<u>(4,923,310)</u>	<u>(4,224,133)</u>
Total net position - ending	<u>\$ (2,348,145)</u>	<u>\$ (5,122,682)</u>	<u>\$ -</u>

**CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
For the year ended June 30, 2021**

Santa Clara Convention Center	Sports and Open Space Authority	TOTAL Non-Major Enterprise Funds
\$ 1,220,633	\$ -	\$ 28,128,324
-	-	515,644
<u>1,220,633</u>	<u>-</u>	<u>28,643,968</u>
348,199	5,550	2,929,619
2,787,612	4,439	31,197,239
1,548,354	-	1,568,162
<u>4,684,165</u>	<u>9,989</u>	<u>35,695,020</u>
<u>(3,463,532)</u>	<u>(9,989)</u>	<u>(7,051,052)</u>
29,972	267	89,291
-	-	24,041
<u>29,972</u>	<u>267</u>	<u>113,332</u>
(3,433,560)	(9,722)	(6,937,720)
2,981,488	-	8,529,280
<u>(20,000)</u>	<u>-</u>	<u>(61,311)</u>
(472,072)	(9,722)	1,530,249
<u>29,099,443</u>	<u>2,019,406</u>	<u>21,635,979</u>
<u>\$ 28,627,371</u>	<u>\$ 2,009,684</u>	<u>\$ 23,166,228</u>

CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Santa Clara Golf and Tennis Club</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	\$ 25,454,161	\$ 843,923	\$ -
Payments to suppliers	(26,464,773)	(531,930)	-
Payments to employees for salaries and benefits	(1,502,096)	(788,618)	-
Rents and royalties received	24,041	-	-
Other receipts	433,974	-	-
Net cash provided (used) by operating activities	<u>(2,054,693)</u>	<u>(476,625)</u>	<u>-</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
(Increase) in due from other funds	-	(26,930)	-
Advances from other funds	-	771,768	-
Deposits to pension rate stabilization fund	75,027	-	-
Transfers in	1,023,659	300,000	-
Transfers (out)	(38,570)	(2,741)	-
Cash Flows from Noncapital Financing Activities	<u>1,060,116</u>	<u>1,042,097</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and construction of capital assets, net	-	-	-
Cash Flows from Capital and Related Financing Activities	<u>-</u>	<u>-</u>	<u>-</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest and dividends	32,965	26,087	-
Cash Flows from Investing Activities	<u>32,965</u>	<u>26,087</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	(961,612)	591,559	-
Cash and cash equivalents at beginning of period	<u>7,585,718</u>	<u>1,849,533</u>	<u>-</u>
Cash and cash equivalents at end of period	<u>\$ 6,624,106</u>	<u>\$ 2,441,092</u>	<u>\$ -</u>
Cash and cash equivalents:			
Pooled cash and investments	\$ 5,517,078	\$ 2,441,092	\$ -
Restricted cash	1,107,028	-	-
Total cash and cash equivalents	<u>\$ 6,624,106</u>	<u>\$ 2,441,092</u>	<u>\$ -</u>

CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

<u>Santa Clara Convention Center</u>	<u>Sports and Open Space Authority</u>	<u>TOTAL Non-Major Enterprise Funds</u>
\$ 961,646	\$ -	\$ 27,259,730
(2,889,266)	(4,439)	(29,890,408)
(348,199)	(5,550)	(2,644,463)
-	-	24,041
-	-	433,974
<u>(2,275,819)</u>	<u>(9,989)</u>	<u>(4,817,126)</u>
-	-	(26,930)
-	-	771,768
-	-	75,027
2,981,488	-	4,305,147
<u>(20,000)</u>	<u>-</u>	<u>(61,311)</u>
<u>2,961,488</u>	<u>-</u>	<u>5,063,701</u>
<u>(711,167)</u>	<u>-</u>	<u>(711,167)</u>
<u>(711,167)</u>	<u>-</u>	<u>(711,167)</u>
<u>29,972</u>	<u>267</u>	<u>89,291</u>
<u>29,972</u>	<u>267</u>	<u>89,291</u>
4,474	(9,722)	(375,301)
<u>11,797,531</u>	<u>23,408</u>	<u>21,256,190</u>
<u>\$ 11,802,005</u>	<u>\$ 13,686</u>	<u>\$ 20,880,889</u>
\$ 11,740,400	\$ 13,686	\$ 19,712,256
61,605	-	1,168,633
<u>\$ 11,802,005</u>	<u>\$ 13,686</u>	<u>\$ 20,880,889</u>

(continued)

CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Santa Clara Golf and Tennis Club</u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:			
Operating income (loss)	\$ (3,054,813)	\$ (522,718)	\$ -
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
(Decrease) Increase in due to OPEB system	(27,030)	(41,619)	-
(Decrease) Increase in due to retirement system	128,011	81,745	-
Depreciation	8,626	11,182	-
Change in assets and liabilities:			
Receivables, net	(616,243)	(8)	-
Accrued liabilities	1,347,948	(14,488)	-
Compensated absences	134,767	9,281	-
Unearned revenue	-	-	-
Other receipts	24,041	-	-
Net cash provided (used) by operating activities	<u>\$ (2,054,693)</u>	<u>\$ (476,625)</u>	<u>\$ -</u>
NONCASH TRANSACTIONS:			
Forgiveness of advances	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,224,133</u>

**CITY OF SANTA CLARA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021**

<u>Santa Clara Convention Center</u>	<u>Sports and Open Space Authority</u>	<u>TOTAL Non-Major Enterprise Funds</u>
\$ (3,463,532)	\$ (9,989)	\$ (7,051,052)
-	-	(68,649)
-	-	209,756
1,548,354	-	1,568,162
172,279	-	(443,972)
(101,654)	-	1,231,806
-	-	144,048
(431,266)	-	(431,266)
-	-	24,041
<u>\$ (2,275,819)</u>	<u>\$ (9,989)</u>	<u>\$ (4,817,126)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,224,133</u>

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<p style="text-align:center">CITY OF SANTA CLARA INTERNAL SERVICE FUNDS</p>
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Internal Service Funds are used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis.

The concept of major funds does not extend to internal service funds because they do not do business with outside parties. For the Statement of Activities, the net revenues or expenses of each internal service fund are eliminated by netting them against the operations of the other City departments which generated them. The remaining balance sheet items are consolidated with these same funds in the Statement of Net Position.

However, internal service funds are still presented separately in the Fund financial statements, including the funds below.

AUTOMOTIVE SERVICES

This fund accounts for the maintenance and replacement of vehicles and equipment used by all City departments. The source of revenue for this fund is rental fees charged to the various departments.

TECHNICAL EQUIPMENT SERVICES

This fund accounts for the maintenance and replacement of communication and computer equipment used by City departments. The source of revenue for this fund is rental fees charged to the various departments.

PUBLIC WORKS CAPITAL PROJECTS MANAGEMENT

This fund accounts for the Public Works staff time and non-personnel costs utilized to manage and work on specific capital improvement programs of the City. The source of revenue for this fund is fees charged to the departments requiring Public Works capital project services.

INFORMATION TECHNOLOGY SERVICES

This fund accounts for citywide cost associated with computer and telephone equipment replacement as well as other services including new or upgraded software, additional licenses for new users, and general information technology services provided to all City departments. The source of revenue for this fund is fees charged to the departments that require information technology services.

SPECIAL LIABILITY INSURANCE CLAIMS

This fund was established to account for the cost of claims and administrative costs for the City's self-insured general liability program.

WORKERS' COMPENSATION INSURANCE CLAIMS

This fund is used to account for the cost of claims for service connected with injuries and illnesses sustained by members of the City's work force.

**CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021**

	<u>Automotive Services</u>	<u>Technical Equipment Services</u>	<u>PW Capital Projects Management</u>
ASSETS			
Current assets:			
Cash and investments:			
Pooled cash and investments	\$ 10,242,228	\$ 1,568,436	\$ 564,617
Receivables (net of allowance for uncollectible):			
Accounts	71,719	-	-
Due from other funds	32,875	-	-
Materials, supplies and prepaids	200,918	-	-
Total current assets	<u>10,547,740</u>	<u>1,568,436</u>	<u>564,617</u>
Noncurrent assets:			
Capital assets:			
Equipment	38,124,763	3,379,177	-
Total capital assets	38,124,763	3,379,177	-
Less accumulated depreciation	25,802,874	3,106,502	-
Net capital assets	<u>12,321,889</u>	<u>272,675</u>	<u>-</u>
Total noncurrent assets	<u>12,321,889</u>	<u>272,675</u>	<u>-</u>
Total assets	<u>22,869,629</u>	<u>1,841,111</u>	<u>564,617</u>
DEFERRED OUTFLOWS OF RESOURCES			
OPEB related items	27,023	-	-
Pension related items	869,967	-	-
Total deferred outflows of resources	<u>896,990</u>	<u>-</u>	<u>-</u>

**CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021**

Information Technology Services	Special Liability Insurance Claims	Workers' Compensation Insurance Claims	TOTAL
\$ 2,147,308	\$ 4,050,633	\$ 6,979,709	\$ 25,552,931
4,340	289,176	1,131,104	1,496,339
-	-	-	32,875
-	-	-	200,918
<u>2,151,648</u>	<u>4,339,809</u>	<u>8,110,813</u>	<u>27,283,063</u>
6,040	-	-	41,509,980
6,040	-	-	41,509,980
2,315	-	-	28,911,691
3,725	-	-	12,598,289
3,725	-	-	12,598,289
<u>2,155,373</u>	<u>4,339,809</u>	<u>8,110,813</u>	<u>39,881,352</u>
12,362	-	-	39,385
397,964	-	-	1,267,931
<u>410,326</u>	<u>-</u>	<u>-</u>	<u>1,307,316</u>

(continued)

**CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021**

	Automotive Services	Technical Equipment Services	PW Capital Projects Management
LIABILITIES			
Current liabilities:			
Accrued liabilities	381,861	-	-
Due to other funds	3,079,480	802,025	-
Accrued compensated absences	28,519	-	-
Total current liabilities	3,489,860	802,025	-
Noncurrent liabilities:			
Long-term portion estimated claims	-	-	-
Long-term compensated absences	220,801	-	-
OPEB pension liability	690,145	-	-
Net pension liability	5,725,322	-	-
Total noncurrent liabilities	6,636,268	-	-
Total liabilities	10,126,128	802,025	-
DEFERRED INFLOWS OF RESOURCES			
OPEB related items	105,415	-	-
Pension related items	8,661	-	-
Total deferred inflows of resources	114,076	-	-
NET POSITION			
Net investment in capital assets	12,321,889	272,675	-
Unrestricted	1,204,526	766,411	564,617
Total net position (deficit)	\$ 13,526,415	\$ 1,039,086	\$ 564,617

CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021

Information Technology Services	Special Liability Insurance Claims	Workers' Compensation Insurance Claims	TOTAL
678,397	2,287,230	3,618,266	6,965,754
-	-	-	3,881,505
32,369	-	-	60,888
<u>710,766</u>	<u>2,287,230</u>	<u>3,618,266</u>	<u>10,908,147</u>
-	4,783,000	18,199,000	22,982,000
250,611	-	-	471,412
315,705	-	-	1,005,850
2,619,032	-	-	8,344,354
<u>3,185,348</u>	<u>4,783,000</u>	<u>18,199,000</u>	<u>32,803,616</u>
<u>3,896,114</u>	<u>7,070,230</u>	<u>21,817,266</u>	<u>43,711,763</u>
48,222	-	-	153,637
3,962	-	-	12,623
<u>52,184</u>	<u>-</u>	<u>-</u>	<u>166,260</u>
3,725	-	-	12,598,289
<u>(1,386,324)</u>	<u>(2,730,421)</u>	<u>(13,706,453)</u>	<u>(15,287,644)</u>
<u>\$ (1,382,599)</u>	<u>\$ (2,730,421)</u>	<u>\$ (13,706,453)</u>	<u>\$ (2,689,355)</u>

CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
For the year ended June 30, 2021

	<u>Automotive Services</u>	<u>Technical Equipment Services</u>	<u>PW Capital Projects Management</u>
Operating revenues:			
Charges for services	\$ 6,985,022	\$ 443,833	\$ 3,821,799
Insurance refunds and other	-	-	-
Total operating revenues	<u>6,985,022</u>	<u>443,833</u>	<u>3,821,799</u>
Operating expenses:			
Salaries and benefits	2,555,662	-	3,081,462
Materials, services and supplies	2,241,011	338,465	420,121
General and administrative	-	-	-
Depreciation	2,699,697	110,296	-
Total operating expenses	<u>7,496,370</u>	<u>448,761</u>	<u>3,501,583</u>
Operating income (loss)	<u>(511,348)</u>	<u>(4,928)</u>	<u>320,216</u>
Nonoperating revenues (expenses):			
Interest revenue	-	-	-
Other revenue	341,586	-	-
Gain (loss) on retirement of assets	(29,431)	-	-
Total nonoperating revenues (expenses)	<u>312,155</u>	<u>-</u>	<u>-</u>
Income (loss) before contributions and transfers	(199,193)	(4,928)	320,216
Transfers in	119,215	-	-
Change in net position	<u>(79,978)</u>	<u>(4,928)</u>	<u>320,216</u>
Total net position - beginning	13,606,393	1,044,014	244,401
Total net position - ending	<u>\$ 13,526,415</u>	<u>\$ 1,039,086</u>	<u>\$ 564,617</u>

**CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
For the year ended June 30, 2021**

Information Technology Services	Special Liability Insurance Claims	Workers' Compensation Insurance Claims	TOTAL
\$ 11,674,254	\$ 7,277,538	\$ 5,865,066	\$ 36,067,512
-	277,656	349,365	627,021
<u>11,674,254</u>	<u>7,555,194</u>	<u>6,214,431</u>	<u>36,694,533</u>
4,545,188	-	-	10,182,312
9,693,102	-	-	12,692,699
-	11,428,072	4,738,727	16,166,799
1,208	-	-	2,811,201
<u>14,239,498</u>	<u>11,428,072</u>	<u>4,738,727</u>	<u>41,853,011</u>
<u>(2,565,244)</u>	<u>(3,872,878)</u>	<u>1,475,704</u>	<u>(5,158,478)</u>
-	220	-	220
-	156,507	-	498,093
-	-	-	(29,431)
<u>-</u>	<u>156,727</u>	<u>-</u>	<u>468,882</u>
(2,565,244)	(3,716,151)	1,475,704	(4,689,596)
-	-	289,223	408,438
<u>(2,565,244)</u>	<u>(3,716,151)</u>	<u>1,764,927</u>	<u>(4,281,158)</u>
1,182,645	985,730	(15,471,380)	1,591,803
<u>\$ (1,382,599)</u>	<u>\$ (2,730,421)</u>	<u>\$ (13,706,453)</u>	<u>\$ (2,689,355)</u>

CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

	Automotive Services	Technical Equipment Services	PW Capital Projects Management
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	\$ 6,934,200	\$ 443,833	\$ 3,821,799
Payments to suppliers	(1,733,475)	(338,465)	(222,401)
Payments to employees for salaries and benefits	(2,400,036)	-	(3,081,462)
Internal activity - payments to other funds	(185,578)	-	(238,319)
Claims paid	-	-	-
Other receipts	341,586	-	-
	<u>2,956,697</u>	<u>105,368</u>	<u>279,617</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Decrease in due from other funds	108,917	-	-
Increase in due to other funds	593,645	93,020	-
Transfers in	119,215	-	-
	<u>821,777</u>	<u>93,020</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and construction of capital assets, net	(2,513,613)	-	-
	<u>(2,513,613)</u>	<u>-</u>	<u>-</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest and dividends	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	1,264,861	198,388	279,617
Cash and investments at beginning of period	8,977,367	1,370,048	285,000
Cash and investments at end of period	<u>\$ 10,242,228</u>	<u>\$ 1,568,436</u>	<u>\$ 564,617</u>
Cash and cash equivalents:			
Pooled cash and investments	<u>\$ 10,242,228</u>	<u>\$ 1,568,436</u>	<u>\$ 564,617</u>
Total cash and cash equivalents	<u>\$ 10,242,228</u>	<u>\$ 1,568,436</u>	<u>\$ 564,617</u>

CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021

Information Technology Services	Special Liability Insurance Claims	Workers' Compensation Insurance Claims	TOTAL
\$ 11,687,276	\$ 7,277,538	\$ 5,883,078	\$ 36,047,724
(9,762,766)	-	-	(12,057,107)
(1,972,564)	-	-	(7,454,062)
(56,998)	-	-	(480,895)
-	(12,212,175)	(4,329,703)	(16,541,878)
-	132,422	-	474,008
<u>(105,052)</u>	<u>(4,802,215)</u>	<u>1,553,375</u>	<u>(12,210)</u>
-	-	-	108,917
-	-	-	686,665
-	-	289,223	408,438
-	-	289,223	1,204,020
-	-	-	(2,513,613)
-	-	-	(2,513,613)
-	220	-	220
-	220	-	220
(105,052)	(4,801,995)	1,842,598	(1,321,583)
2,252,360	8,852,628	5,137,111	26,874,514
<u>\$ 2,147,308</u>	<u>\$ 4,050,633</u>	<u>\$ 6,979,709</u>	<u>\$ 25,552,931</u>
<u>\$ 2,147,308</u>	<u>\$ 4,050,633</u>	<u>\$ 6,979,709</u>	<u>\$ 25,552,931</u>
<u>\$ 2,147,308</u>	<u>\$ 4,050,633</u>	<u>\$ 6,979,709</u>	<u>\$ 25,552,931</u>

(continued)

**CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021**

	<u>Automotive Services</u>	<u>Technical Equipment Services</u>	<u>PW Capital Projects Management</u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:			
Operating income (loss)	\$ (511,348)	\$ (4,928)	\$ 320,216
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
(Decrease) Increase in due to OPEB system	(33,654)	-	-
(Decrease) Increase in due to retirement system	159,374	-	-
Depreciation	2,699,697	110,296	-
Change in assets and liabilities:			
Receivables, net	(50,822)	-	-
Inventory	123,286	-	-
Accrued liabilities	198,672	-	(40,599)
Long-term portion estimated claims	-	-	-
Compensated absences	29,906	-	-
Other receipts	341,586	-	-
Net cash provided (used) by operating activities	<u>\$ 2,956,697</u>	<u>\$ 105,368</u>	<u>\$ 279,617</u>

**CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the year ended June 30, 2021**

Information Technology Services	Special Liability Insurance Claims	Workers' Compensation Insurance Claims	TOTAL
\$ (2,565,244)	\$ (3,872,878)	\$ 1,475,704	(5,158,478)
(15,395)	-	-	(49,049)
2,570,425	-	-	2,729,799
1,208	-	-	2,811,201
13,022	(288,700)	18,012	(308,488)
-	-	-	123,286
(126,662)	(643,337)	(117,651)	(729,577)
-	(153,807)	177,310	23,503
17,594	-	-	47,500
-	156,507	-	498,093
<u>\$ (105,052)</u>	<u>\$ (4,802,215)</u>	<u>\$ 1,553,375</u>	<u>\$ (12,210)</u>

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**CITY OF SANTA CLARA
COMBINING FIDUCIARY FUNDS**

PRIVATE PURPOSE TRUST FUNDS

Private Purpose Trust Funds are used to report trust arrangements, other than pension and investment trusts, under which principal and income benefit individuals, private organizations, or other governments. The Private Purpose Trust Funds are described below:

CHARITABLE TRUST

This fund accounts for the various gifts, donations and bequests received by the City for distribution to various nonprofit organizations as determined by the Mission City Community Fund.

SUCCESSOR AGENCY

California State laws ABx1 26 and AB 1484 provided for the dissolution of California Redevelopment Agencies effective January 31, 2012 and the transfer of all non-housing Agency assets to the Successor Agency Redevelopment Obligation Retirement Fund.

CUSTODIAL FUNDS

Custodial Funds are presented separately from the Government-wide and Fund financial statements.

Custodial Funds account for assets held by the City as an agent for individuals, governmental entities, and non-public organizations. These funds include the following:

EMPLOYEE SUPPLEMENTAL FUND

This fund is used to account for monies collected and disbursed for the employees paid leave program that is administered by respective bargaining units.

SPECIAL ASSESSMENTS

This fund accounts for monies collected and disbursed from special assessment districts where the City is not obligated for the outstanding debt payments.

CUSTODIAL DEPOSITS

This fund accounts for various miscellaneous deposits for other entities.

**CITY OF SANTA CLARA
PRIVATE PURPOSE TRUST FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021**

	Charitable Trust	Successor Agency	Total Private Purpose Trust
ASSETS			
Cash and investments:			
Pooled cash and investments	\$ 957,762	\$ 340,175	\$ 1,297,937
Total cash	<u>957,762</u>	<u>340,175</u>	<u>1,297,937</u>
Receivables (net of allowance for uncollectibles):			
Leases and rent	16,203	200,000	216,203
Total receivables	<u>16,203</u>	<u>200,000</u>	<u>216,203</u>
Investments at fair value:			
Investment with fiscal agent-noncurrent	2,789,301	-	2,789,301
Total investments	<u>2,789,301</u>	<u>-</u>	<u>2,789,301</u>
Land held for resale	-	532,542	532,542
Total Assets	<u>3,763,266</u>	<u>1,072,717</u>	<u>4,835,983</u>
LIABILITIES			
Accrued liabilities	-	500	500
Unearned revenues	-	110,917	110,917
Due to other agencies	-	330,000	330,000
Total Liabilities	<u>-</u>	<u>441,417</u>	<u>441,417</u>
NET POSITION			
Held in trust for private purpose	3,763,266	-	3,763,266
Restricted for individuals, organization and other governments	-	631,300	631,300
Total Net Position	<u>\$ 3,763,266</u>	<u>\$ 631,300</u>	<u>\$ 4,394,566</u>

**CITY OF SANTA CLARA
PRIVATE PURPOSE TRUST FUNDS
COMBINING STATEMENT OF CHANGES IN NET POSITION
For the Year Ended June 30, 2021**

	<u>Charitable Trust</u>	<u>Successor Agency</u>	<u>Total Private Purpose Trust</u>
ADDITIONS			
Investment income:			
Net change in fair value of investments	\$ 262,884	\$ -	\$ 262,884
Interest and rents	73,797	1,564,345	1,638,142
Net investment income	<u>336,681</u>	<u>1,564,345</u>	<u>1,901,026</u>
Other	-	4,355,641	4,355,641
Total additions	<u>336,681</u>	<u>5,919,986</u>	<u>6,256,667</u>
DEDUCTIONS			
General and administrative	85,531	3,102	88,633
Pass through to the County of Santa Clara	-	1,610,000	1,610,000
Total deductions	<u>85,531</u>	<u>1,613,102</u>	<u>1,698,633</u>
Net increase (decrease) in fiduciary net position	251,150	4,306,884	4,558,034
Net position - beginning	<u>3,512,116</u>	<u>(3,675,584)</u>	<u>(163,468)</u>
Net position - ending	<u>\$ 3,763,266</u>	<u>\$ 631,300</u>	<u>\$ 4,394,566</u>

**CITY OF SANTA CLARA
CUSTODIAL FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021**

	Employee Supplemental	Special Assessments	Custodial Deposits	Total Custodial Funds
ASSETS				
Cash and investments:				
Pooled cash and investments	\$ 385,460	\$ 172,134	\$ 25,245	\$ 582,839
Total cash	385,460	172,134	25,245	582,839
Total Assets	385,460	172,134	25,245	582,839
NET POSITION				
Restricted for individuals, organization and other governments	385,460	172,134	25,245	582,839
Total Net Position	\$ 385,460	\$ 172,134	\$ 25,245	\$ 582,839

**CITY OF SANTA CLARA
CUSTODIAL FUNDS
COMBINING STATEMENT OF CHANGES IN NET POSITION
For the Year Ended June 30, 2021**

	<u>Employee Supplemental</u>	<u>Special Assessments</u>	<u>Custodial Deposits</u>	<u>Total Custodial Funds</u>
ADDITIONS				
Contributions:				
Employee contributions	\$ 83,349	\$ -	\$ -	\$ 83,349
Other plans	-	403,087	-	403,087
Gifts and bequest	-	-	750	750
Total contributions	<u>83,349</u>	<u>403,087</u>	<u>750</u>	<u>487,186</u>
Investment income:				
Interest and rents	<u>4,979</u>	<u>-</u>	<u>-</u>	<u>4,979</u>
Net investment income	<u>4,979</u>	<u>-</u>	<u>-</u>	<u>4,979</u>
Total additions	<u>88,328</u>	<u>403,087</u>	<u>750</u>	<u>492,165</u>
DEDUCTIONS				
General and administrative	-	2,449,796	770	2,450,566
Benefits paid	2,577	-	-	2,577
Pass through to the Stadium Authority	-	282,021	-	282,021
Total deductions	<u>2,577</u>	<u>2,731,817</u>	<u>770</u>	<u>2,735,164</u>
Net increase (decrease) in fiduciary net position	85,751	(2,328,730)	(20)	(2,242,999)
Net position - beginning	-	-	-	-
GASB 84 implementation	<u>299,709</u>	<u>2,500,864</u>	<u>25,265</u>	<u>2,825,838</u>
Net position - beginning, as restated	<u>299,709</u>	<u>2,500,864</u>	<u>25,265</u>	<u>2,825,838</u>
Net position - ending	<u>\$ 385,460</u>	<u>\$ 172,134</u>	<u>\$ 25,245</u>	<u>\$ 582,839</u>

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Statistical Section (Unaudited)

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**CITY OF SANTA CLARA
STATISTICAL SECTION**

This part of the City of Santa Clara’s Annual Comprehensive Report provides detailed information to better understand the data presented within the financial statements, note disclosures, and required supplementary information.

	<u>TABLES</u>
FINANCIAL TRENDS Contains trend information to help the reader understand how the City’s financial performance has changed over time.	1 - 4
REVENUE CAPACITY Contains information to help the reader assess the City’s most significant local revenue source, the property tax.	5 - 9
DEBT CAPACITY Presents information to assess the affordability of the City’s current levels of outstanding debt and the City’s ability to issue additional debt in the future.	10 - 14
DEMOGRAPHIC AND ECONOMIC INFORMATION Offers information to help the reader understand the environment within which the City’s financial activities take place.	15 - 16
OPERATING INFORMATION Contains service and infrastructure data to help the reader understand how the City’s financial report relates to the services the City provides and the activities it performs.	17 - 20

CITY OF SANTA CLARA
NET POSITION BY COMPONENT
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(In Thousands)

Table 1

	2021	2020	2019	2018	2017	2016	2015 ⁽²⁾	2014	2013 ⁽¹⁾	2012
Governmental Activities:										
Net Investment in Capital Assets	\$ 626,115	\$ 613,187	\$ 585,201	\$ 553,135	\$ 532,255	\$ 507,390	\$ 524,645	\$ 528,043	\$ 522,175	\$ 520,899
Restricted	275,653	260,872	244,775	246,048	242,393	207,996	198,316	189,618	230,545	213,158
Unrestricted	(289,637)	(224,176)	(169,513)	(180,368)	(135,818)	(125,913)	(186,423)	102,421	127,390	172,350
Total Governmental Activities										
Net Assets:	<u>\$ 612,131</u>	<u>\$ 649,883</u>	<u>\$ 660,463</u>	<u>\$ 618,815</u>	<u>\$ 638,830</u>	<u>\$ 589,473</u>	<u>\$ 536,538</u>	<u>\$ 820,082</u>	<u>\$ 880,110</u>	<u>\$ 906,407</u>
Business - Type Activities:										
Net Investment in Capital Assets	\$ 1,042,058	\$ 974,612	\$ 953,098	\$ 917,738	\$ 882,187	\$ 844,911	\$ 760,150	\$ 496,107	\$ 406,972	\$ 445,554
Restricted	234,289	249,516	185,267	174,595	142,459	133,718	93,891	96,318	90,437	8,214
Unrestricted	100,116	80,997	31,258	(24,141)	(13,132)	(61,843)	(1,573)	325,633	382,992	430,774
Total Business - Type Activities										
Net Position	<u>\$ 1,376,463</u>	<u>\$ 1,305,125</u>	<u>\$ 1,169,623</u>	<u>\$ 1,068,192</u>	<u>\$ 1,011,514</u>	<u>\$ 916,786</u>	<u>\$ 852,468</u>	<u>\$ 918,058</u>	<u>\$ 880,401</u>	<u>\$ 884,542</u>
Primary Government										
Net Investment in Capital Assets	\$ 1,668,173	\$ 1,587,799	\$ 1,538,299	\$ 1,470,873	\$ 1,414,442	\$ 1,352,301	\$ 1,284,795	\$ 1,024,150	\$ 929,147	\$ 966,453
Restricted	509,942	510,388	430,042	420,643	384,852	341,714	292,207	285,936	320,982	221,372
Unrestricted	(189,521)	(143,179)	(138,255)	(204,509)	(148,950)	(187,756)	(187,996)	428,054	510,382	603,124
Total Primary Government										
Net Position	<u>\$ 1,988,594</u>	<u>\$ 1,955,008</u>	<u>\$ 1,830,086</u>	<u>\$ 1,687,007</u>	<u>\$ 1,650,344</u>	<u>\$ 1,506,259</u>	<u>\$ 1,389,006</u>	<u>\$ 1,738,140</u>	<u>\$ 1,760,511</u>	<u>\$ 1,790,949</u>

Note:

(1) Certain amounts in the prior year have been reclassified due to the implementation of GASB Statement No. 65.

(2) Certain amounts cannot be compared to fiscal year 2015 due to the implementation of GASB Statement No. 68.

Source: Finance Office, City of Santa Clara.

CITY OF SANTA CLARA
CHANGES IN NET POSITION
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(In Thousands)

Table 2

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Expenses:										
Governmental Activities:										
General Administration	\$ 33,671	\$ 26,436	\$ 30,328	\$ 25,467	\$ 20,636	\$ 22,692	\$ 18,310	\$ 15,208	\$ 15,799	\$ 8,703
City Clerk	1,414	1,292	1,263	864	1,020	309	389	263	388	179
City Attorney	1,890	1,945	1,700	1,000	860	270	194	102	100	303
Human Resources	1,616	2,751	2,011	1,886	1,675	748	654	502	367	486
Finance	10,188	10,497	7,111	6,253	5,323	1,633	1,357	844	1,270	1,680
Public Works	41,951	46,176	45,725	38,276	34,314	30,365	29,713	30,287	29,337	28,802
Parks and Recreation	20,266	27,491	23,285	21,369	18,616	17,106	16,135	15,913	15,858	15,567
Public Safety:										
Police	87,563	89,477	72,449	76,742	63,612	58,599	54,252	47,105	45,120	43,516
Fire	71,025	67,767	58,120	55,372	43,384	37,120	35,341	34,099	33,162	31,702
Planning and Inspection	15,537	16,281	12,879	10,614	9,162	7,855	7,593	6,848	6,383	5,838
Library	10,864	13,773	12,687	12,302	10,553	10,718	8,851	8,161	7,712	7,728
Interest on long term debt	487	560	630	695	749	803	853	1,125	2,107	6,991
Pass Through Payments	-	-	-	-	-	-	-	-	-	1,085
Total Governmental Activities Expenses (Net)	296,472	304,446	268,188	250,840	209,904	188,218	173,642	160,457	157,603	152,580
Business-Type Activities:										
Utilities:										
Electric	454,503	453,112	408,812	437,419	402,977	386,239	377,017	362,303	338,786	315,257
Water	45,353	43,196	46,067	41,777	35,649	32,254	29,482	28,181	26,683	25,076
Sewer	30,103	28,614	29,462	25,689	23,047	19,081	17,981	17,237	16,054	15,348
Water Recycling	5,844	6,344	5,909	4,972	4,858	2,672	2,902	2,030	1,979	3,326
Solid Waste	29,769	25,567	25,393	23,363	26,621	20,142	19,717	18,486	19,222	17,322
Cemetery	1,359	1,659	1,257	1,174	820	781	676	901	991	958
Sports and Open Space Authority	8	10	9	10	53	102	97	95	44	48
Santa Clara Golf and Tennis Club	-	1,675	2,837	2,951	2,772	2,777	2,754	2,827	2,662	2,759
Santa Clara Convention Center	4,667	16,738	12,967	8,423	8,478	9,075	9,006	8,926	8,553	8,073
Santa Clara Stadium Authority	41,181	79,539	103,899	111,210	105,593	147,435	98,363	21,913	27,442	5,393
Total Business-Type Activities Expenses	612,787	656,454	636,612	656,988	610,868	620,558	557,995	462,899	442,416	393,560
Total Primary Expenses	\$ 909,259	\$ 960,900	\$ 904,800	\$ 907,828	\$ 820,772	\$ 808,776	\$ 731,637	\$ 623,356	\$ 600,019	\$ 546,140

Source: Finance Office, City of Santa Clara

**CITY OF SANTA CLARA
CHANGES IN NET POSITION
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(In Thousands)
(continued)**

Table 2

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Program Revenues:										
Governmental Activities:										
Charges for Services:										
General Administration	\$ 3,475	\$ 8,837	\$ 7,904	\$ 398	\$ 1,651	\$ 1,247	\$ 416	\$ 355	\$ 562	\$ 680
Parks and Recreation	891	1,495	3,431	3,126	3,169	3,114	4,207	3,157	2,825	2,868
Planning and Inspection	16,470	15,564	19,048	12,837	13,658	15,065	13,944	9,299	6,872	12,509
Other Programs	12,604	15,057	17,476	21,303	19,658	23,022	16,281	12,296	9,352	10,397
Operating Grants and Contributions	17,053	9,455	8,457	7,172	4,723	5,809	8,240	6,566	3,922	4,444
Capital Gains and Contributions	11,598	29,619	23,634	20,273	14,280	12,100	5,848	10,347	4,490	4,737
Total Governmental Activities Program Revenues	62,091	80,027	79,950	65,109	57,139	60,357	48,936	42,020	28,023	35,635
Business-Type Activities:										
Utilities:										
Electric	526,710	507,494	460,263	475,434	459,849	412,441	381,858	364,280	345,045	358,667
Equity in income (losses) of joint ventures ⁽¹⁾	-	-	-	-	-	-	(4,719)	4,214	6,111	(3,576)
Water	52,530	51,373	47,017	46,685	39,953	31,955	31,462	30,979	30,177	28,232
Sewer	16,587	71,041	44,763	50,942	43,176	41,659	43,400	34,585	32,090	27,036
Equity in income (losses) of joint ventures ⁽¹⁾	-	-	-	-	-	-	(10,036)	(3,383)	(3,654)	(2,239)
Water Recycling	6,182	6,304	6,299	5,479	4,834	3,841	3,381	3,136	2,774	4,319
Solid Waste	26,603	26,645	25,983	23,544	22,585	21,854	20,404	20,154	19,575	18,460
Cemetery	844	585	634	666	799	693	649	528	632	519
Sports and Open Space Authority	-	-	-	-	58	72	66	82	420	2,056
Santa Clara Golf and Tennis Club	-	674	2,001	1,991	1,780	1,666	2,207	2,857	2,929	2,973
Santa Clara Convention Center	1,221	14,252	12,734	9,061	9,581	7,399	7,112	7,240	6,933	6,119
Santa Clara Stadium Authority	38,682	87,976	112,550	112,039	110,059	146,619	102,908	33,193	-	5
Total Business-Type Activities Program Revenues	669,359	766,344	712,244	725,841	692,674	668,199	578,692	497,865	443,032	442,571
Total Primary Government Program Revenues	731,450	846,371	792,194	790,950	749,813	728,556	627,628	539,885	471,055	478,206
Net (Expense) Revenue:										
Governmental Activities	(234,381)	(224,419)	(188,238)	(185,731)	(152,765)	(127,861)	(124,706)	(118,437)	(129,580)	(116,945)
Business-Type Activities	56,572	109,890	75,632	68,853	81,806	47,641	20,697	34,966	616	49,011
Total Primary Government Net (Expense) Revenue	\$ (177,809)	\$ (114,529)	\$ (112,606)	\$ (116,878)	\$ (70,959)	\$ (80,220)	\$ (104,009)	\$ (83,471)	\$ (128,964)	\$ (67,934)

Note:

(1) Equity in income (losses) of joint ventures were included in the Electric and Sewer Business-Type Activities beginning in fiscal year 2016

Source: Finance Office, City of Santa Clara

CITY OF SANTA CLARA
CHANGES IN NET POSITION
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(In Thousands)
(continued)

Table 2

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Revenue and other changes in Net Position										
Governmental Activities:										
Taxes:										
Sales	\$ 56,178	\$ 55,270	\$ 65,036	\$ 56,320	\$ 55,751	\$ 57,797	\$ 49,648	\$ 46,736	\$ 44,159	\$ 41,280
Ad Valorem Property	68,358	65,132	58,502	54,965	50,943	45,627	37,574	39,187	31,651	43,880
Transient occupancy	2,949	15,994	23,229	20,580	20,484	20,557	18,186	15,141	13,673	11,755
Other	6,019	5,967	5,955	6,392	5,671	5,510	5,173	5,191	4,333	3,034
Internal Governmental, unrestricted:										
Motor Vehicle in-lieu	-	-	-	-	55	49	50	-	51	120
Contribution in-lieu of taxes	24,548	22,710	21,304	21,986	21,117	19,057	17,493	16,591	15,219	15,343
Investment earnings	6,451	8,700	6,990	4,600	3,466	2,178	1,702	3,380	6,058	7,900
Net increase (decrease) in the fair value of investments	(5,207)	6,531	8,082	(2,452)	(3,217)	1,049	496	1,815	(3,567)	(707)
Equity in income (losses) of joint ventures	-	95	28	25	49	44	(40)	(106)	(286)	(285)
Rents and royalties	9,852	9,032	9,762	10,494	11,410	13,642	11,189	3,781	13,658	13,115
Other	24,590	22,513	30,257	16,243	39,956	8,551	12,154	4,317	4,434	4,104
Co-op Agreements Activities	-	-	-	-	-	-	-	-	-	(5)
Special item	-	-	-	-	-	(24,451)	(9,224)	(80,152)	(29,563)	106,602
Total Government General Revenue and Special Item	193,738	211,944	229,145	189,153	205,685	149,610	144,401	55,881	99,820	246,136
Business-Type Activities: ⁽²⁾										
Investment earnings	13,569	16,709	16,618	15,755	13,031	16,894	15,602	2,863	3,403	5,922
Net increase (decrease) in the fair value of investments	(6,246)	10,798	9,921	(3,584)	(3,672)	1,218	544	2,356	(4,695)	(874)
Gain (loss) on retirement of assets	1,678	-	-	-	-	29,751	64	-	(2)	71,662
Total Business-Type General Revenue	9,001	27,507	26,539	12,171	9,359	47,863	16,210	5,219	(1,294)	76,710
Total Primary Government General Revenue	202,739	239,451	255,684	201,324	215,044	197,473	160,611	61,100	98,526	322,846
Change in Net Position - Total Primary Government	24,930	124,922	143,078	84,446	144,085	117,253	56,602	(22,371)	(30,438)	254,912
Net Position - Beginning of Year (2012 & 2015 Adjusted)	1,955,007	1,830,085	1,687,007	1,650,344	1,506,259	1,389,006	1,738,140	1,760,511	1,790,949	1,536,037
GASB68 Implementation	-	-	-	-	-	-	(405,736)	-	-	-
GASB75 Implementation	-	-	-	(47,783)	-	-	-	-	-	-
GASB84 Implementation	8,657	-	-	-	-	-	-	-	-	-
Net Position - End of Year - Total Primary Government	\$ 1,988,594	\$ 1,955,007	\$ 1,830,085	\$ 1,687,007	\$ 1,650,344	\$ 1,506,259	\$ 1,389,006	\$ 1,738,140	\$ 1,760,511	\$ 1,790,949

CITY OF SANTA CLARA
FUND BALANCES - GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(In Thousands)

Table 3

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Fund:										
Nonspendable	\$ 13,767	\$ 24,260	\$ 24,421	\$ 25,002	\$ 13,837	\$ 13,517	\$ 13,247	\$ 12,850	\$ 12,785	\$ 12,466
Restricted	25,943	28,507	17,652	13,585	7,083	11,865	9,546	9,641	7,191	10,922
Committed	40,280	36,978	30,902	41,914	58,580	64,111	55,121	78,125	86,949	86,942
Assigned	7,131	5,861	7,879	7,473	4,639	4,875	6,761	4,752	4,927	4,033
Unassigned	90,681	122,969	147,739	107,801	107,404	103,430	58,946	23,910	38,522	33,393
Total General Fund	177,802	218,575	228,593	195,775	191,543	197,798	143,621	129,278	150,374	147,756
All other Governmental Funds:										
Restricted	88,486	89,256	86,802	91,290	89,818	67,612	76,848	60,489	105,785	125,100
Committed	50,558	44,757	45,345	40,473	44,936	38,953	20,237	25,697	21,351	32,007
Total All Other Governmental Funds	139,044	134,013	132,147	131,763	134,754	106,565	97,085	86,186	127,136	157,107
Total Governmental Funds	\$ 316,846	\$ 352,588	\$ 360,740	\$ 327,538	\$ 326,297	\$ 304,363	\$ 240,706	\$ 215,464	\$ 277,510	\$ 304,863

CITY OF SANTA CLARA
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(In Thousands)

Table 4

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
REVENUES:										
Taxes:										
Sales	\$ 56,178	\$ 55,270	\$ 65,036	\$ 56,321	\$ 55,750	\$ 57,796	\$ 49,649	\$ 46,736	\$ 44,160	\$ 41,280
Ad valorem property	68,773	65,498	58,502	54,965	50,943	45,627	37,574	39,187	31,651	43,880
Transient occupancy	2,949	15,994	23,229	20,580	20,484	20,557	18,186	15,141	13,673	11,755
Other	5,824	5,967	5,955	6,392	5,671	5,510	5,173	5,191	4,333	4,139
Licenses, permits, fees and penalties	12,568	11,476	16,478	8,665	10,536	11,530	9,508	6,860	6,523	9,222
Intergovernmental	22,589	19,905	29,685	13,920	15,269	8,570	13,766	10,611	6,838	8,091
Charges for services	38,171	44,029	49,067	45,237	42,941	46,938	39,012	32,749	26,621	32,767
Contribution in-lieu of taxes	24,548	22,710	21,304	21,986	21,117	19,057	17,493	16,591	15,219	15,343
Interest and rents	16,161	17,673	16,927	15,223	14,636	15,617	10,692	7,672	20,026	21,329
Net increase (decrease) in the fair value of investments	(5,207)	6,531	8,082	(2,452)	(3,217)	1,049	496	1,815	(3,567)	(707)
Other	17,161	17,955	15,021	11,957	32,209	9,578	13,792	6,740	4,627	3,645
TOTAL REVENUES	\$ 259,715	\$ 283,008	\$ 309,286	\$ 252,794	\$ 266,339	\$ 241,829	\$ 215,341	\$ 189,293	\$ 170,104	\$ 190,744

Source: Finance Office, City of Santa Clara.

CITY OF SANTA CLARA
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(In Thousands)
(continued)

Table 4

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
EXPENDITURES										
Current:										
General Administration	\$ 37,273	\$ 28,927	\$ 36,093	\$ 28,997	\$ 24,265	\$ 23,743	\$ 18,684	\$ 17,101	\$ 17,615	\$ 26,430
City Clerk	1,697	1,429	1,440	1,361	1,594	1,007	1,060	863	970	703
City Attorney	2,330	2,154	2,006	1,690	1,658	1,500	1,329	1,335	1,226	1,328
Human Resources	3,201	3,876	3,151	3,175	2,993	2,616	2,322	2,279	2,055	1,979
Finance	15,852	14,924	11,697	10,484	9,725	9,319	8,455	8,231	7,876	7,588
Public Works	28,443	28,186	31,595	25,595	24,018	20,088	18,424	17,562	16,765	16,231
Parks and Recreation	17,822	22,551	20,026	18,882	17,364	16,162	14,506	14,428	14,063	14,124
Public Safety:										
Police	74,918	74,168	62,799	67,841	62,290	61,015	54,344	45,584	42,991	41,912
Fire	59,799	56,421	50,975	49,043	42,550	39,129	35,144	33,267	32,370	31,522
Planning and Inspection	14,712	13,534	11,521	9,896	9,156	8,231	7,620	6,938	6,268	5,725
Library	8,879	10,392	10,234	10,426	9,113	9,479	7,611	7,206	6,564	6,594
Capital Outlay	30,514	24,021	30,382	19,933	29,329	13,434	10,730	8,736	15,060	46,490
Debt Service:										
Principal payments	1,930	1,859	1,786	1,731	1,674	1,620	1,576	8,520	24,302	4,294
Interest and fiscal fees	572	644	712	767	825	879	925	1,174	2,009	7,038
Bond issuance cost	-	-	-	7	2	1	2	5	411	5
Pass Through Payments	-	-	-	-	-	-	-	-	-	1,085
TOTAL EXPENDITURES	297,942	283,086	274,417	249,828	236,556	208,223	182,732	173,229	190,545	213,048
EXCESS (DEFICIENCY) OF REVENUES										
OVER (UNDER) EXPENDITURES	(38,227)	(78)	34,869	2,966	29,783	33,606	32,609	16,064	(20,441)	(22,304)
OTHER FINANCING SOURCES (USES):										
Co-op Agreements Activities	-	-	-	-	-	-	-	-	-	(5)
Proceeds from Bond Issuance	-	-	-	-	-	-	-	-	19,572	-
Transfers in	49,402	29,003	43,334	21,381	44,983	58,473	14,152	27,961	17,525	96,634
Transfers out	(55,575)	(37,076)	(45,001)	(23,106)	(52,832)	(27,581)	(12,295)	(25,918)	(14,446)	(20,180)
TOTAL OTHER FINANCING SOURCES (USES)	(6,173)	(8,073)	(1,667)	(1,725)	(7,849)	30,892	1,857	2,043	22,651	76,449
NET CHANGE IN FUND BALANCES										
BEFORE SPECIAL ITEM	\$ (44,400)	\$ (8,151)	\$ 33,202	\$ 1,241	\$ 21,934	\$ 64,498	\$ 34,466	\$ 18,107	\$ 2,210	\$ 54,145
SPECIAL ITEM-ASSET TRANSFERRED										
TO LIABILITIES ASSUMED BY SUCCESSOR AGENCY	-	-	-	-	-	(842)	(9,224)	(80,152)	(29,563)	(31,847)
NET CHANGE IN FUND BALANCES AFTER										
SPECIAL ITEM	\$ (44,400)	\$ (8,151)	\$ 33,202	\$ 1,241	\$ 21,934	\$ 63,656	\$ 25,242	\$ (62,045)	\$ (27,353)	\$ 22,298
DEBT SERVICE AS A PERCENTAGE OF										
NON-CAPITAL EXPENDITURES	1%	1%	1%	1%	1%	1%	1%	6%	15%	7%

Source: Finance Office, City of Santa Clara.

CITY OF SANTA CLARA
ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
Last Ten Fiscal Years
(In Thousands)

Table 5

Fiscal Year Ending June 30	Net Local Secured Roll ⁽¹⁾	State Assessed Valuation	Net Unsecured Roll	Net Assessed Valuation	Total Assessed Valuation	Ratio of Net Assessed Valuation To Total Assessed Valuation	% Growth of Assessed Valuation	Total Direct Tax Rate
2011 / 12	\$ 19,818,648	\$ 4,641	\$ 3,892,148	\$23,715,437	\$ 23,830,461	99.52%	0.54%	1.14%
2012 / 13	20,475,348	4,641	4,702,675	25,182,664	25,295,792	99.55%	6.19%	1.16%
2013 / 14	22,216,962	4,641	4,680,536	26,902,139	27,012,697	99.59%	6.83%	1.14%
2014 / 15	24,294,056	4,183	4,352,204	28,650,443	28,758,679	99.62%	6.50%	1.13%
2015 / 16	27,659,960	4,183	5,157,346	32,821,489	32,927,777	99.68%	14.56%	1.16%
2016 / 17	30,672,596	4,183	5,856,885	36,533,664	36,638,297	99.71%	11.31%	1.15%
2017 / 18	33,449,607	3,896	6,553,560	40,007,063	40,109,539	99.74%	9.51%	1.16%
2018 / 19	36,596,483	354	7,266,592	43,863,429	43,964,914	99.77%	9.64%	1.13%
2019 / 20	38,502,828	870	7,629,244	46,132,942	46,232,453	99.78%	5.17%	1.20%
2020 / 21	42,047,766	870	7,972,493	50,021,129	50,118,954	99.80%	8.43%	1.18%

Note:

(1) Net of Home Owner Property Tax Relief.

Source: County of Santa Clara, Department of Finance

**CITY OF SANTA CLARA
PROPERTY TAX RATES
(Per \$100 Assessed Valuation)
Direct and Overlapping Governments
Last Ten Fiscal Years**

Table 6

Fiscal Year Ending June 30	Santa Clara County	School Districts	Special Districts	Total
2011 / 12	1.0388%	0.0973%	0.0064%	1.1425%
2012 / 13	1.0388%	0.1108%	0.0069%	1.1565%
2013 / 14	1.0388%	0.0962%	0.0070%	1.1420%
2014 / 15	1.0388%	0.0824%	0.0065%	1.1277%
2015 / 16	1.0388%	0.1174%	0.0057%	1.1619%
2016 / 17	1.0388%	0.1014%	0.0086%	1.1488%
2017 / 18	1.0388%	0.1028%	0.0062%	1.1478%
2018 / 19	1.0388%	0.0905%	0.0042%	1.1335%
2019 / 20	1.0388%	0.1472%	0.0041%	1.1901%
2020 / 21	1.0388%	0.1356%	0.0037%	1.1781%

Tax rate limit: A state constitutional amendment (Proposition 13) commencing with fiscal 1979 provided that the tax rate was limited to 1% of full cash value, levied only by the County and shared with all other jurisdictions. All jurisdictions may levy a tax rate for voter approved debt.

Due date for current taxes: First installment - November 1; second installment - February 1.

Penalties for delinquency: 10% and 1.5% of tax per month after date taxes become delinquent.

Collected by government unit: County of Santa Clara.

Basis upon which collections are distributed: Taxing jurisdictions assessed valuations and tax rates for voter approved debt to taxing jurisdictions, County rate (1% of full cash value) shared by all jurisdictions.

Compensation paid to collecting government unit for fiscal year 2020-21 is \$414,866

Note: Tax rates stated are the rates applicable to the tax rate area 7-000 as typical tax rate area within the City. Rates are based on \$100 assessed valuation.

Source: County of Santa Clara, Department of Finance

**CITY OF SANTA CLARA
PRINCIPAL PROPERTY TAX PAYERS
2020-21 AND 2011-12 COMPARISON FOR GENERAL FUND
(In Thousands)**

Table 7

Taxpayers	2020-21		2011-12	
	Assessed Valuation	Percentage of Total Assessed Valuation	Assessed Valuation	Percentage of Total Assessed Valuation
Intel Corporation	\$ 1,809,007	3.61%	\$ 943,658	3.97%
Nvidia Corporation (formerly Nvidia Land Development LLC)	998,260	1.99%	337,617	1.42%
Microsoft Corporation	972,813	1.94%	-	-
SI LLC	882,243	1.76%	646,476	2.72%
Santa Clara Phase III EFH LLC	842,870	1.68%	-	-
Vantage Data Centers LLC	776,443	1.55%	-	-
Forty Niners SC Stadium Company LLC	775,211	1.55%	-	-
Apple Inc	594,107	1.19%	-	-
Santa Clara Square Apartments	569,847	1.14%	-	-
Coresite Real Estate	544,018	1.09%	-	-
Agilent Technologies	-	-	168,939	0.71%
Applied Materials, Inc.	-	-	211,225	0.89%
Oracle America Inc (formerly Sun Microsystems)	-	-	226,306	0.95%
Marvell Technology Inc	-	-	204,210	0.86%
Silicon Valley California LLC	-	-	183,680	0.77%
Yahoo Inc.	-	-	226,655	0.95%
National Semiconductor Corporation	-	-	170,287	0.72%
Top Ten Total	\$ 8,764,819	17.50%	\$ 3,319,053	13.96%
City Total	<u>\$ 50,118,984</u>		<u>\$ 23,764,030</u>	

Sources: Santa Clara County Assessor 2020-21 and 2011-12 Combined Tax Rolls through HdL Coren & Cone.

CITY OF SANTA CLARA
PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years
(In Thousands)

Table 8

Fiscal Year Ending June 30	Gross Tax Levy	Current Tax Collections	Percentage of Current Levy Collected	Delinquent Tax Collected	Total Collections	Percentage of Total Levy Collected
2011 / 12	\$ 21,044	\$ 21,044	100.00%	-	\$ 21,044	100.00%
2012 / 13	22,313	22,313	100.00%	-	22,313	100.00%
2013 / 14	24,027	24,027	100.00%	-	24,027	100.00%
2014 / 15	25,550	25,550	100.00%	-	25,550	100.00%
2015 / 16	27,603	27,603	100.00%	-	27,603	100.00%
2016 / 17	30,605	30,605	100.00%	-	30,605	100.00%
2017 / 18	33,312	33,312	100.00%	-	33,312	100.00%
2018 / 19	37,374	37,374	100.00%	-	37,374	100.00%
2019 / 20	40,288	40,288	100.00%	-	40,288	100.00%
2020 / 21	43,680	43,680	100.00%	-	43,680	100.00%

Sources: City of Santa Clara and County of Santa Clara, Department of Finance

**CITY OF SANTA CLARA
PRINCIPAL SALE/USE TAX CONTRIBUTORS
June 30, 2021**

Table 9

**This list is in alphabetical order and represents sales from July 2020 to June 2021
The Top 25 Sales / Use Tax contributors generate 46.5% of Santa Clara's total sales and use tax revenue**

AG Electronic Materials	NVIDIA Corporation
Applied Materials	One Workplace
Arista Networks	Oracle America
Costco Wholesale	Pace Supply
Financial Services Vehicle Trust	Pivot Interiors
Frontier Ford	Porsches Stevens Creek
Granite Construction company	Stevens Creek Auto Imports
Home Depot	Stevens Creek BMW
Ingrasys Technology USA	Target Stores
Intel Corporation	University Electric Co
Keysight Technologies	Wiwynn International
Lexus of Stevens Creek	ZT Systems
Norman S. wright Mechanical Equipment Corp	

Sources: From Muni Services Sales Tax Digest Summary.

CITY OF SANTA CLARA
RATIOS OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years
(In Thousands)

Table 10

Fiscal Year Ending June 30	Governmental Activities		Business Activities	Santa Clara Stadium Authority	Total Primary Government	Population	Debt per Capita	Total Personal Income (\$000)	Debt/ Income Ratio
	Public Facilities Financing Corporation								
	Certificates of Participation	Total Governmental Activities	Revenue Bonds	Revenue Bonds					
2011 / 12	\$ 39,528	\$ 39,528	\$ 210,646	\$ 132,630	\$ 382,804	118,813	\$ 3,222	\$ 4,399,786	8.70%
2012 / 13	34,784	34,784	199,676	396,140	630,600	120,284	5,243	4,530,093	13.92%
2013 / 14	26,210	26,210	227,163	653,367	906,740	121,229	7,480	4,739,710	19.13%
2014 / 15	24,579	24,579	226,828	561,556	812,963	120,973	6,720	4,952,711	16.41%
2015 / 16	22,905	22,905	229,719	464,720	717,344	123,752	5,797	5,194,006	13.81%
2016 / 17	21,177	21,177	220,800	429,773	671,750	123,983	5,418	5,454,137	12.32%
2017 / 18	19,392	19,392	208,117	394,827	622,336	129,604	4,802	6,064,143	10.26%
2018 / 19	17,551	17,551	189,158	340,217	546,926	128,717	4,249	6,121,909	8.93%
2019 / 20	15,638	15,638	196,012	325,265	536,915	129,104	4,159	6,180,008	8.69%
2020 / 21	13,654	13,654	184,933	296,796	495,383	130,746	3,789	6,596,037	7.51%

Notes:

Sources: Finance Office, City of Santa Clara and MuniServices LLC.

**CITY OF SANTA CLARA
POPULATION AND ASSESSED VALUATION
Last Ten Fiscal Years
(In Thousands)**

Table 11

Fiscal Year Ending June 30	Population	Total Assessed Valuation
2011 / 12	118.8	\$23,764,030
2012 / 13	120.3	25,295,792
2013 / 14	121.2	27,012,697
2014 / 15	121.0	28,758,679
2015 / 16	123.8	32,927,777
2016 / 17	123.9	36,638,297
2017 / 18	129.6	40,109,539
2018 / 19	128.7	43,964,914
2019 / 20	129.1	46,232,453
2020 / 21	130.7	50,118,954

Sources: State of California, Department of Finance
County of Santa Clara, Department of Finance

CITY OF SANTA CLARA
COMPUTATION OF DIRECT AND OVERLAPPING BONDED DEBT
June 30, 2021

Table 12

Description	% Applicable	Debt
<u>Direct Debt:</u>		
2010 Lease Financing	100%	\$ 1,065,000
2013 Refunding Certificates of Participation	100%	12,005,000
Total Gross Direct Debt		13,070,000
Unamortized Premium/Discount	100%	583,691
Total Net Direct Debt		13,653,691
<u>Overlapping Debt:</u>		
Santa Clara County General Fund Obligations		83,233,717
Santa Clara County Pension Fund Obligations		31,057,085
Santa Clara Valley Water District Benefit Assessment District		5,186,200
Santa Clara County Board of Education Certificates of Participation		242,890
San Jose-Evergreen Community College District Pension Obligations		26,572
West Valley-Mission Community College District General Fund Obligations		14,963,475
Foothill-DeAnza Community College District		8,544,741
San Jose-Evergreen Community College District		490,243
West Valley Community College District		176,824,144
Fremont Union High School District		16,663,322
Campbell Union High School District General Fund Obligations		415,000
Campbell Union School District		9,300,321
Campbell Union High School District		7,427,359
Campbell Union School District Certificates of Participation		95,964
El Camino Hospital District		1,522,236
San Jose Unified School District		827,344
Cupertino Union School District		14,006,524
Santa Clara Unified School District		635,772,832
San Jose Unified School District Certificates of Participation		12,394
Santa Clara County		73,929,954
Foothill-DeAnza Community College District Certificates of Participation		266,566
Santa Clara Unified School District Certificates of Participation		8,539,081
Santa Clara County Vector Control District Certificates of Participation		160,562
Total Overlapping Debt		1,089,508,526
Total Gross Direct and Overlapping Bonded Debt ⁽¹⁾		1,102,578,526
Direct Unamortized Premium/Discount		-
TOTAL NET DIRECT AND OVERLAPPING BONDED DEBT		\$ 1,102,578,526
2020 / 21 Assessed Value	\$ 50,118,954,445	
<u>Ratios to Assessed Valuation:</u>		
Direct Debt	\$ 13,653,691	0.030%
Total Gross Debt		2.200%
Total Net Debt		2.200%

Note: (1) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds.

Source: California Municipal Statistics, Inc.

**CITY OF SANTA CLARA
LEGAL DEBT MARGIN INFORMATION
Last Ten Fiscal Years
(In Thousands)**

Table 13

Fiscal Year Ending June 30	Net Assessed Valuation	Debt Limit- 15% of Assessed Valuation ⁽¹⁾	Debt Applicable to Limit	Legal Debt Margin
2011 / 12	\$ 23,715,437	\$ 3,557,316	-	\$ 3,557,316
2012 / 13	25,182,664	3,777,400	-	3,777,400
2013 / 14	26,902,139	4,035,321	-	4,035,321
2014 / 15	28,650,443	4,297,566	-	4,297,566
2015 / 16	32,821,489	4,923,223	-	4,923,223
2016 / 17	36,533,664	5,480,050	-	5,480,050
2017 / 18	40,007,063	6,001,059	-	6,001,059
2018 / 19	43,863,429	6,579,514	-	6,579,514
2019 / 20	46,132,942	6,919,941	-	6,919,941
2020 / 21	50,021,129	7,503,169	-	7,503,169

Note:

(1) Section 1309 of the City Charter of the City states: "Bonded Debt Limit. The bonded indebtedness of the City may not in the aggregate exceed the sum of fifteen percent (15%) of the total assessed valuation of property within the City, exclusive of revenue bonds or any indebtedness that has been or may hereafter be incurred for the purposes of acquiring, constructing, extending, or maintaining municipally owned utilities for which purposes a further indebtedness may be incurred by the issuance of bonds, subject only to the provisions of the State Constitution and this Charter."

Sources: County of Santa Clara, Department of Finance and City of Santa Clara

**CITY OF SANTA CLARA
 PLEDGED REVENUE COVERAGE
 ELECTRIC REVENUE BOND
 Last Ten Fiscal Years
 (In Thousands)**

Table 14

Fiscal Year Ending June 30	Gross Revenue	Less Operating Expense	Net Revenue Available For Debt Service	Principal	Interest	Letter Of Credit Fees	Total	Coverage ⁽¹⁾
2011 / 12	\$ 300,216	\$ 238,074	\$ 62,142	\$ 6,255	\$ 9,616	\$ 1,017	\$ 16,888	3.68
2012 / 13	298,522	266,246	32,276	6,560	9,899	813	17,272	1.87
2013 / 14	314,847	288,954	25,893	3,550	7,994	637	12,181	2.13
2014 / 15	332,178	297,846	34,332	6,485	7,990	459	14,934	2.30
2015 / 16	359,084	316,578	42,506	8,958	8,348	358	17,664	2.41
2016 / 17	352,828	317,237	35,591	7,640	8,434	335	16,409	2.17
2017 / 18	383,662	346,825	36,837	11,416	6,594	302	18,312	2.01
2018 / 19	414,975	331,141	83,834	11,897	11,565	607	24,069	3.48
2019 / 20	445,142	368,162	76,980	11,700	6,787	316	18,803	4.09
2020 / 21	501,414	407,627	93,787	9,580	3,862	349	13,791	6.80

Notes:

(1) The required coverage is 1.00.

Source: City of Santa Clara

**CITY OF SANTA CLARA
DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Ten Calendar Years**

Table 15

Year	Population	Personal Income (\$000)	Per Capita Buying Income	Median Age	Public School Enrollment	County Unemployment Rate	City Unemployment Rate
2011 / 12	118,813	\$ 4,399,786	\$ 37,031	33.8	14,686	8.7%	8.0%
2012 / 13	120,284	4,530,093	37,662	34.1	14,705	6.8%	6.2%
2013 / 14	121,229	4,739,710	39,097	35.0	15,169	5.4%	4.9%
2014 / 15	120,973	4,952,711	40,941	34.4	15,169	3.9%	3.6%
2015 / 16	123,752	5,194,006	41,971	34.3	15,388	4.2%	3.7%
2016 / 17	123,983	5,454,137	43,991	34.3	15,409	3.8%	3.4%
2017 / 18	129,604	6,064,143	46,790	34.3	15,509	2.9%	2.7%
2018 / 19	128,717	6,121,909	47,561	33.9	15,387	2.1%	1.9%
2019 / 20	129,104	6,180,008	47,868	34.2	15,306	11.0%	9.0%
2020 / 21	130,746	6,596,037	50,449	33.9	14,808	7.0%	5.9%

Sources: MuniServices, LLC \ Avenu Insights & Analytics

- (1) Population data by the California Department of Finance Projections.
- (2) The California Department of Finance demographics estimates now incorporate 2010 Census counts as a benchmark.
- (3) Unemployment and Total Employment Data are provided by the EDD's Bureau of Labor Statistics Department.
- (4) Student Enrollment reflects the total number of students enrolled in the Santa Clara Unified School District. Other school districts within the City are not accounted for in this report.

**CITY OF SANTA CLARA
PRINCIPAL EMPLOYERS
Current Year and Ten Years Ago**

Table 16

Company	2021		2012	
	Number of Employees	Percentage of Total City Employment	Number of Employees	Percentage of Total City Employment
Applied Materials, Inc.	8,500	20.7%	8,500	14.4%
Intel Corporation	7,801	19.0%	7,001	11.8%
Advanced Micro Devices Inc.	3,000	7.3%		
California's Great America	2,500	6.1%	2,500	4.4%
Nvidia	2,500	6.1%		
Dell	2,088	5.1%		
Santa Clara University	2,000	4.9%	1,200	2.0%
City of Santa Clara	1,783	4.3%		
Kaiser Foundation Hospitals	1,459	3.6%		
Macy's	1,200	2.9%	1,200	2.0%
Catalyst Semiconductor Inc.	-	-	1,100	1.9%
EMC Corporation	-	-	1,338	2.3%
AAA-Affordable Tutoring	-	-	4,324	7.3%
Texas Instruments	-	-	3,500	5.9%
Agilent Technologies	-	-	1,000	1.7%
Total Top Ten	32,831	80.0%	31,663	53.7%
All Others	8,251	20.0%	27,437	46.3%
Total Employment	41,082	100%	59,100	100%

Sources: Fiscal year 2021: Reference Solutions database, Infogroup, Inc., Papillion, Nebraska

CITY OF SANTA CLARA
FULL-TIME EQUIVALENT BUDGETED CITY EMPLOYEES BY PROGRAM/FUNCTION
Last Ten Fiscal Years

Table 17

	Fiscal Year Ending June 30									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
City Council	9.00	10.00	10.00	11.00	10.00	9.00	8.50	8.50	8.50	8.50
City Clerk	7.00	5.00	6.00	7.00	7.00	5.00	5.00	5.00	4.00	4.00
City Attorney	8.00	7.00	7.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
City Manager	13.00	13.00	13.00	14.00	13.00	16.00	9.00	9.00	8.00	8.00
Information Technology	7.00	7.00	7.00	7.00	7.00	5.00	5.00	4.00	4.00	4.00
Human Resources	15.75	15.75	15.00	15.00	15.00	14.50	14.50	14.50	14.50	14.50
Finance	72.75	64.75	61.00	61.00	61.75	60.25	58.25	58.00	58.00	58.00
Parks & Recreation	82.75	82.75	80.75	80.75	79.00	82.75	82.75	82.00	82.00	82.00
Library	46.75	46.75	46.75	45.50	45.50	47.00	46.50	46.50	42.00	42.00
Community Development	68.75	66.00	65.00	64.00	56.00	42.00	44.00	40.00	40.00	40.00
Engineering	42.25	39.25	39.92	40.92	39.25	38.25	38.00	38.00	38.00	38.00
Building Maintenance	13.00	13.00	13.23	13.23	12.90	10.90	11.40	11.50	11.50	11.50
Street	60.60	60.60	58.60	58.60	59.60	65.35	63.10	62.00	63.00	63.00
Automotive Services	15.65	15.65	15.75	15.75	15.75	15.00	15.00	15.00	16.00	18.00
Police	239.00	239.00	239.00	239.00	231.00	222.00	219.00	222.00	222.00	222.00
Fire	168.25	167.25	167.25	167.50	166.50	179.50	179.50	179.50	179.50	179.50
Non-Departmental	11.00	9.00	4.00	-	-	-	-	-	-	-
Electric Utility	198.00	197.00	189.00	186.00	179.00	166.00	156.00	142.00	135.00	135.00
Water Utility	50.80	50.80	50.35	50.85	52.70	50.10	47.10	45.40	45.80	45.80
Sewer Utility	22.20	22.20	22.65	22.15	21.30	19.90	17.90	15.60	14.20	14.20
TOTAL	1,151.50	1,131.75	1,111.25	1,105.25	1,078.25	1,054.50	1,026.50	1,004.50	992.00	994.00

Source: City of Santa Clara Annual Budget

**CITY OF SANTA CLARA
OPERATING INDICATORS BY FUNCTION/ACTIVITY
Last Ten Fiscal Years**

Table 18

	Fiscal Year Ending June 30									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Culture and Recreation:										
Number of library items circulated	736,301	1,598,171	2,509,201	2,612,102	2,700,315	2,479,126	2,491,553	2,260,844	2,525,555	2,527,883
Fire Protection:										
Number of calls answered	8,853	9,339	9,456	8,849	8,850	8,933	8,403	8,336	8,232	8,135
Number of inspections conducted	4,004	4,303	6,404	8,470	9,696	8,260	8,067	8,784	9,097	9,775
Police Protection:										
Number of calls for service ⁽¹⁾	67,211	63,860	58,912	53,865	50,429	51,853	60,208	59,474	59,158	57,018
Electric System:										
Maximum annual demand (MW)	590.6	579.3	587.8	586.6	568.1	526.4	491.1	482.4	471.1	463.01
Total annual energy (Mwh)	3,956,474	3,773,864	3,693,251	3,733,800	3,628,200	3,488,004	3,238,372	3,145,100	3,102,166	3,052,818
Sewer System:										
Number of service connections	25,948	25,359	25,481	26,236	26,162	25,744	25,656	25,660	25,530	25,300
Peak flow (5-day average, WPCP) (MG)	110	110	110	110	110	110	121	121	121	121
Maximum daily capacity of treatment plant (WPCP) (MGD)	167	167	167	167	167	167	167	167	167	167
Peak flow (5-day average, City) (MGD)	16	16	16	16	16	16	16	16	16	16
Water System:										
Number of service accounts	25,592	24,904	25,293	25,670	25,714	25,716	25,656	25,530	25,530	25,300
Daily Average consumption (MG)	16	16	16	15	15	15	16.8	18.8	19	19
Maximum daily capacity of plant:										
Potable Water (MGD)	80	80	80	80	80	96	87	87	87	87
Recycled Water (MGD)	15	15	15	15	30	14	15	15	15	15

Note: (1) Data Based on Calendar Year

Source: City of Santa Clara

**CITY OF SANTA CLARA
CAPITAL ASSETS STATISTICS BY FUNCTION
Last Ten Fiscal Years**

Table 19

	Fiscal Year Ending June 30									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Culture and Recreation:										
Number of community centers	4	4	4	4	4	4	4	4	4	4
Number of parks	44	44	39	39	35	34	34	32	32	32
Park acreage	367	353	254	311	330	274	273	273	273	273
Number of golf courses	-	-	1	1	1	1	1	1	1	1
Number of swimming pools	11	11	11	11	11	5	5	5	5	5
Number of tennis courts	27	27	28	28	28	28	28	28	28	28
Number of lawn bowling greens	1	1	1	1	1	1	1	1	1	1
Number of lighted soccer fields	7	7	3	3	3	3	3	3	3	3
Number of lighted softball fields	4	4	7	7	7	7	7	7	7	7
Number of neighborhood park buildings	10	10	8	8	8	8	8	8	8	8
Number of gymnastic centers	1	1	1	1	1	1	1	1	1	1
Number of skate parks	1	1	1	1	1	1	1	1	1	1
Number of community theaters	1	1	1	1	1	1	1	1	1	1
Number of libraries	3	3	3	3	3	3	2	2	2	2
Cemetery	2	2	2	2	2	2	2	2	2	2
Fire Protection:										
Number of stations	9	10	10	10	10	10	10	10	10	10
Police Protection:										
Number of stations	1	2	2	2	2	2	2	2	2	2
Electric System:										
Number of meters	58,230	57,066	55,971	55,139	54,942	53,824	53,360	52,775	52,957	52,867
Miles of high voltage lines	618	616	613	612	608	605	591	590	586	582
Number of substations	29	29	28	27	27	27	27	26	26	26
Sewerage System:										
Miles of sanitary sewers	288	288	288	288	288	288	288	288	288	286
Miles of storm sewers	196	195	195	195	195	195	195	-	141	141
Number of treatment plants	1	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary
Water System:										
Miles of water mains	306	306	335	335	335	310	335	335	335	335
Number of fire hydrants	3,248	3,429	3,404	3,382	3,501	3,383	3,315	3,315	3,315	3,315
Miles of recycled water mains	34	34	33	33	33	33	33	33	33	33
Streets:										
Miles of Streets	252	252	252	252	252	252	252	249	249	249
Number of Street Lights	8,404	8,235	8,187	8,118	8,112	8,103	8,097	8,054	8,077	8,046
Number of Traffic Signals	183	182	207	207	207	206	200	196	191	188

Source: City of Santa Clara

**CITY OF SANTA CLARA
STATEMENT OF INSURANCE COVERAGE
June 30, 2021**

Table 20

TYPE OF POLICY	INSURANCE COMPANY	LIMITS ⁽¹⁾	ANNUAL PREMIUM	TERM YEARS	EXPIRATION DATE ⁽²⁾
<u>Liability</u>					
Comprehensive General	Self-insured (Since 1987)	\$3 million	n/a	-	Ongoing
Excess Liability	PRISM and various other carriers	\$50 million	\$1,206,450	1	7/1/2021
Workers' Compensation	Self-insured (since 1973)	\$750 thousand	n/a	-	Ongoing
Excess Workers' Compensation	PRISM	\$5 million	\$802,693	1	7/1/2021
<u>Property Coverage</u>					
All Risks, including flood, excluding earthquake	Alliant Property Insurance Program (APIP) Various excess carriers	\$800 million	\$707,384	1	7/1/2021
Boiler and Machinery	Alliant Property Insurance Program (APIP) Various excess carriers	\$100 million	\$249,697	1	7/1/2021
<u>Financial Loss Bonds</u>					
Crime Coverage Bond	PRISM	\$10 million	\$11,840	1	6/30/2021

Notes:

(1) Limits are per occurrence

(2) All policies have been renewed

Source: City of Santa Clara

**SUCCESSOR AGENCY CITY OF SANTA CLARA
STATISTICAL SECTION**

This part of the City of Santa Clara’s Annual Comprehensive Report provides detailed information to better understand the data presented within the financial statements, note disclosures, and required supplementary information.

TABLES

REVENUE CAPACITY

Contains information to help the reader assess the Successor Agency’s most significant local revenue source, the property tax.

1 - 3

DEBT CAPACITY

Presents information to assess the affordability of the Successor Agency’s current levels of outstanding debts.

4

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**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA
BAYSHORE NORTH PROJECT AREA
HISTORICAL TAX INCREMENT
Last Ten Fiscal Years
(In Thousands)**

Table 1

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Real Property Value	\$ 5,708,617	\$ 5,372,322	\$ 6,024,538	\$ 6,136,642	\$ 5,710,559	\$ 4,474,495	\$ 2,504,578	\$ 2,428,787	\$ 2,443,683	\$ 2,337,717
Other Property Value	28,733	25,324	22,913	25,857	27,877	796,082	551,425	450,943	468,788	492,292
Total Project Value	5,737,350	5,397,646	6,047,451	6,162,499	5,738,436	5,270,577	3,056,003	2,879,730	2,912,471	2,830,009
Less Base Value	(8,838)	(8,838)	(8,838)	(8,838)	49,632	49,322	(8,829)	(8,838)	(8,838)	(8,838)
Increment Over Base Value	5,728,512	5,388,808	6,038,613	6,153,661	5,788,068	5,319,899	3,047,174	2,870,892	2,903,633	2,821,171
Redevelopment Property										
Tax Trust Fund (RPTTF) ⁽¹⁾	-	-	-	-	-	5,697	9,365	26,759	13,366	-
Tax Increment Revenue	-	-	-	-	-	-	-	-	-	15,035
Supplemental Tax Revenue	-	-	-	-	-	-	-	-	-	-
Total Tax Revenue	-	-	-	-	-	5,697	9,365	26,759	13,366	15,035
Less:										
AB 1484 True-Up Payment ⁽²⁾	-	-	-	-	-	-	-	-	(378)	-
Pass Through Payments	-	-	-	-	-	-	-	-	-	(1,085)
SERAF Payment	-	-	-	-	-	-	-	-	-	-
Housing Set-Aside	-	-	-	-	-	-	-	-	-	(3,007)
County Administrative Charge	-	-	-	-	-	-	-	-	-	-
Net Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,697	\$ 9,365	\$ 26,759	\$ 12,988	\$ 10,943

Notes:

(1) With the State dissolving all RDAs on 02/01/2012, the structure of Tax Increment Revenue has changed. Starting in fiscal year 2012-13, the County's property tax distribution to the Successor Agency was changed to the Redevelopment Property Tax Trust Fund (RPTTF). The RPTTF reported in this table is the amount calculated by the County Auditor-Controller. Under the provisions of the laws dissolving the Redevelopment Agency, the Successor Agency only receives the funds necessary to fulfill its approved obligations.

(2) On June 28, 2012, AB 1484 became law which made a number of significant changes to ABXI 26. In particular, the new Health and Safety Code Section 34183.5 required the Santa Clara County Auditor-Controller to conduct a "true-up" of the June 1, 2012 distribution from the RPTTF for each former RDA. In accordance with the new law, the Successor Agency was required to make a "true-up" payment of \$378,540.37 by July 12, 2012.

Source: City of Santa Clara / Santa Clara County Auditor

**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA
 BAYSHORE NORTH PROJECT AREA
 TEN LARGEST ASSESSEES - TAXABLE VALUE
 June 30, 2021**

Table 2

ASSESSEE	ASSESSED PROPERTY USE	ASSESSED PROPERTY VALUATION	PERCENT OF TOTAL
1 Forty Niners SC Stadium Company LLC	Commercial Office Building	\$ 775,211,384	13.51%
2 SI LLC	Commercial Office Building	530,522,319	9.25%
3 Innovation Commons Owner LLC	Commercial Office Building	275,914,066	4.81%
4 The Irvine Company	Commercial Office Building	228,756,027	3.99%
5 PC Santa Clara Gateway 2 LLC	Commercial Office Building	213,578,547	3.72%
6 STC Ventures LLC	Commercial Office Building	169,331,486	2.95%
7 PR II TWRS of GRT America Owner	Commercial Office Building	167,059,617	2.91%
8 PR3976 Freedom Circle LLC	Commercial Office Building	166,919,279	2.91%
9 RAR2 - Stadium Techcter 123 LLC	Commercial Office Building	162,093,536	2.83%
10 California's Great America LLC	Commercial Office Building	153,255,000	2.67%
	TOTAL	<u>\$ 2,842,641,261</u>	<u>49.55%</u>
	TOTAL AGENCY ASSESSED VALUE	<u>\$ 5,728,512,431</u>	

240

Source: HDL Coren & Cone

**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA
BAYSHORE NORTH PROJECT AREA
ASSESSMENT APPEAL ACTIVITY OF TOP 20 ASSESSEES
2020-21 Impacts**

Table 3

TAX ROLL NUMBER	ASSESSEE	ASSESSED		S/U ⁽¹⁾	APPEAL NUMBER	HEARING DATE		APPLICANT'S OPINION	
		VALUATION/ORIGINAL				DEADLINE	STATUS	VALUATION	LAND USE
984-92-103	FORTY NINERS	\$	555,214,000	S	15.0278			\$ 88,000,000	Commerical
984-92-104	FORTY NINERS		555,214,000	S	15.0279			88,000,000	Commerical
984-92-103	FORTY NINERS		555,214,000	S	15.028			88,000,000	Commerical
984-92-104	FORTY NINERS		555,214,000	S	15.0281			88,000,000	Commerical
984-92-103	FORTY NINERS		554,267,314	S	17.0232			140,000,000	Commerical
984-92-104	FORTY NINERS		554,267,314	S	17.0233			140,000,000	Commerical
984-92-104	FORTY NINERS		548,980,708	S	16.0256			100,000,000	Commerical
984-92-103	FORTY NINERS		548,980,708	S	16.0257			100,000,000	Commerical
984-92-103	FORTY NINERS		253,784,158	S	18.1918			250,500,000	Commerical
16-081995	TELLABS OPER		96,468,721	U	16.G209			30,000,001	N/A
17-018611	CEDAR FAIR S		59,280,246	U	17.1041			58,852,511	N/A
18-018278	CEDAR FAIR S		58,493,748	U	18.0594			50,547,232	N/A
104-50-025	COHERENT INC		46,023,273	U	15.0256			15,251,322	N/A
10-037856	SAVVIS COMMU		45,935,890	U	10.5814			40,000,000	N/A
14-032002	SAVVIS COMMU		44,195,581	U	14.171			22,000,000	N/A
20-012639	APPLE INC		41,718,286	U	20.1073			3,100,001	N/A
15-032178	SAVVIS COMMU		41,523,802	U	15.1129			20,750,000	N/A
16-031422	SAVVIS COMMU		38,571,488	U	16.0981			19,500,000	N/A
13-087734	SAVVIS COMMU		37,849,162	U	14.029			3,257,469	N/A
104-04-077	SAVVIS COMMU		35,273,625	S	14.1709			17,700,000	Commerical
		\$	5,226,470,024					\$ 1,363,458,536	

Note:

(1) S=secured roll, U=unsecured roll

Source: Santa Clara County Assessor's Office

**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA
BAYSHORE NORTH PROJECT AREA
COMPUTATION OF DIRECT AND OVERLAPPING BONDED DEBT
June 30, 2021**

Table 4

2020-21 Assessed Valuation:	\$ 5,737,350,387		
Base Year Valuation:	(8,837,956)		
Incremental Valuation:	\$ 5,728,512,431		
		Total Debt	Project Area's Share of
		6/30/2021	Debt 6/30/21
		%	%
		Applicable ⁽¹⁾	Applicable ⁽¹⁾
<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>			
Santa Clara Unified School District	\$ 1,001,785,000	7.823%	\$ 78,369,641
West Valley-Mission Community College District	589,080,000	3.611%	21,271,679
Santa Clara County	812,685,000	1.041%	8,460,051
Santa Clara Valley Water District Benefit Assessment District	57,010,000	1.041%	593,474
El Camino Hospital District	116,290,000	0.009%	10,466
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT			\$ 108,705,311
<u>OVERLAPPING GENERAL FUND DEBT:</u>			
Santa Clara County General Fund Obligations	\$ 914,957,860	1.041%	\$ 9,524,711
Santa Clara County Pension Obligations	341,399,194	1.041%	3,553,966
Santa Clara County Board of Education Certificates of Participation	2,670,000	1.041%	27,795
West Valley-Mission Community College District Certificates of Participation	49,850,000	3.611%	1,800,084
Santa Clara Unified School District Certificates of Participation	13,455,000	7.823%	1,052,585
City of Santa Clara General Fund Obligations	13,070,000	11.447%	1,496,123
Santa Clara County Vector Control District Certificates of Participation	1,765,000	1.041%	18,374
TOTAL OVERLAPPING GENERAL FUND DEBT			\$ 17,473,638
Less: Santa Clara County supported obligations			(263,137)
COMBINED TOTAL DIRECT AND OVERLAPPING DEBT			\$ 126,178,949 ⁽²⁾
TOTAL NET DIRECT AND OVERLAPPING BONDED DEBT			\$ 125,915,812
(1) Percentage of overlapping agency's assessed valuation located within boundaries of the project area			
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations			
<u>Ratios to 2020-21 Assessed Valuation:</u>			
Combined Total Direct and Overlapping Debt		2.20%	
Net Combined Total Direct and Overlapping Debt		2.19%	

**CITY OF SANTA CLARA
ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
FINANCIAL STATEMENTS**



**FOR THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE TOTALS
AS OF JUNE 30, 2020
CITY OF SANTA CLARA, CALIFORNIA
1500 WARBURTON AVENUE
SANTA CLARA. CA 95050-3796**

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**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)**

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council
City of Santa Clara, California

Report on the Financial Statements

We have audited the accompanying financial statements of the City of Santa Clara Electrical Utility Enterprise Fund (Silicon Valley Power) of the City of Santa Clara, California, as of and for the year ended June 30, 2021, and the related notes to the financial statements, as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Northern California Power Agency (NCPA) and Transmission Agency of Northern California (TANC) as of and for the year ended June 30, 2021, related to the calculation of the Investments in Joint Ventures. At June 30, 2021, the Investment in these Joint Ventures collectively represents 3.5%, 4.7% and 0.3%, respectively, of total assets, net position and revenues of Silicon Valley Power. The financial statements of the NCPA and TANC were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the calculation of the Investments in Joint Ventures, is based solely on the reports of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to Silicon Valley Power's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Silicon Valley Power's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Silicon Valley Power as of June 30, 2021, and the change in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Silicon Valley Power's June 30, 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 3, 2020. In our opinion the summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Silicon Valley Power and do not purport to, and do not present fairly the financial position of the City as of June 30, 2021, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other Required Supplementary Information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2021, on our consideration of the City of Santa Clara's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Santa Clara's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Santa Clara's internal control over financial reporting and compliance.



Pleasant Hill, California
November 30, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Silicon Valley Power (SVP) financial statements presents a narrative overview and analysis of the financial activities for the fiscal year. Please read this document in conjunction with the accompanying Basic Financial Statements.

SVP is a separate enterprise fund of the City of Santa Clara (the City) and was established to account for the electric power transactions of the City. SVP owns power generation facilities, has investments in joint ventures that produce electric power, and trades power on the open market. These efforts are directed toward ensuring its retail customers—the citizens, organizations and businesses of the City—have a reliable source of electric power at reasonable rates.

SVP has been affected by the deregulation of the electric power industry in California, as discussed in detail in Note 9 to the financial statements.

OVERVIEW OF SVP'S BASIC FINANCIAL STATEMENTS

The Basic Financial Statements are in two parts:

1. Management's Discussion and Analysis (this part),
2. The Basic Financial Statements, along with the Notes to these Basic Financial Statements.

The Basic Financial Statements provide both a short-term and a long-term view of SVP's financial activities and financial position.

The Basic Financial Statements are comprised of the Statements of Net Position, the Statements of Revenues, Expenses and Changes in Net Position, and the Statements of Cash Flows. The Statements of Net Position provide information about the financial position of SVP as a whole, including all its long-term liabilities on the full accrual basis. The Statements of Revenues, Expenses and Changes in Net Position provide information about all SVP's revenues and all its expenses, also on the full accrual basis, with the emphasis on measuring net revenues or expenses of the program. The Statements of Cash Flows provide information about cash activities for the fiscal year.

FISCAL YEAR 2020-21 FINANCIAL HIGHLIGHTS

The following is summarized financial information from the Statements of Net Position (Table 1) and the Statements of Revenues, Expenses and Changes in Net Position (Table 2).

Table 1
Net Position
June 30, 2021, 2020, and 2019
(in millions)

<u>Description</u>	<u>2021</u>	<u>2020</u>	<u>Increase (Decrease)</u>		<u>2019</u>
			<u>Amount</u>	<u>%</u>	
Pooled cash and investments	\$ 434.9	\$ 382.8	\$ 52.1	13.6%	\$ 354.2
Other assets	179.5	160.3	19.2	12.0%	147.7
Capital assets	601.7	587.0	14.7	2.5%	576.5
Total Assets	<u>1,216.1</u>	<u>1,130.1</u>	<u>86.0</u>	<u>7.6%</u>	<u>1,078.4</u>
Deferred outflows on derivative instruments	-	0.3	(0.3)	-100.0%	-
Deferred outflows on refunding	7.1	7.9	(0.8)	-10.1%	4.5
Deferred outflows on pension and OPEB related items	15.4	12.8	2.6	20.3%	15.3
Total Deferred Outflows of Resources	<u>22.5</u>	<u>21.0</u>	<u>1.5</u>	<u>7.1%</u>	<u>19.8</u>
Long-term liabilities outstanding (including current portion)	156.5	171.7	(15.2)	-8.9%	189.5
Net OPEB liability	11.9	12.1	(0.2)	-1.7%	13.3
Net pension liabilities	98.4	92.0	6.4	7.0%	94.2
Other liabilities	39.6	28.2	11.4	40.4%	26.6
Total Liabilities	<u>306.4</u>	<u>304.0</u>	<u>2.4</u>	<u>0.8%</u>	<u>323.6</u>
Deferred inflows on derivative instruments	13.0	0.8	12.2	1525.0%	-
Deferred inflows on refunding	1.8	2.0	(0.2)	-10.0%	0.4
Deferred inflows on pension related items	0.2	1.7	(1.5)	-88.2%	1.5
Deferred inflows on OPEB related items	1.8	1.7	0.1	5.9%	2.2
Total Deferred Inflows of Resources	<u>16.8</u>	<u>6.2</u>	<u>10.6</u>	<u>171.0%</u>	<u>4.1</u>
Net Position:					
Net investment in capital assets	463.7	435.1	28.6	6.6%	412.3
Restricted for pension benefits	6.8	5.2	1.6	30.8%	4.3
Unrestricted	444.9	400.6	44.3	11.1%	353.9
Total Net Position	<u>\$ 915.4</u>	<u>\$ 840.9</u>	<u>\$ 74.5</u>	<u>8.9%</u>	<u>\$ 770.5</u>

Table 2
Revenues, Expenses and Changes in Net Position
For the years ended June 30, 2021, 2020 and 2019
(in millions)

<u>Description</u>	<u>2021</u>	<u>2020</u>	<u>Increase (Decrease)</u>		<u>2019</u>
			<u>Amount</u>	<u>%</u>	
Revenues:					
Retail	\$ 453.3	\$ 433.9	\$ 19.4	4.5%	\$ 406.9
Wholesale	22.3	24.8	(2.5)	-10.1%	27.7
Interest Revenue	6.8	7.5	(0.7)	-9.3%	6.0
Net increase (decrease) in fair value of investments	(4.8)	8.4	(13.2)	-157.1%	7.4
Rents and royalties	3.8	3.6	0.2	5.6%	3.7
Renewable energy credits	1.9	4.3	(2.4)	-55.8%	4.4
Mandated program receipts	13.0	12.3	0.7	5.7%	13.5
Other	32.2	28.6	3.6	12.6%	14.1
Total Revenues	<u>528.5</u>	<u>523.4</u>	<u>5.1</u>	<u>1.0%</u>	<u>483.7</u>
Expenses:					
Retail	432.3	408.8	23.5	5.7%	368.1
Wholesale	12.3	30.0	(17.7)	-59.0%	22.5
Interest on long term debt and swap termination payment	3.8	6.9	(3.1)	-44.9%	11.7
Mandated program disbursement	5.8	6.9	(1.1)	-15.9%	7.3
Other	-	-	-	-	10.2
Total Expenses	<u>454.2</u>	<u>452.6</u>	<u>1.6</u>	<u>0.4%</u>	<u>419.8</u>
Increase (decrease) in net position before transfers	74.3	70.8	3.5	4.9%	63.9
Contribution	1.9	-	1.9	-	-
Transfers in (out)	(1.7)	(0.4)	(1.3)	-325.0%	1.0
Increase (decrease) in net position	74.5	70.4	4.1	5.8%	64.9
Net Position - July 1	<u>840.9</u>	<u>770.5</u>	<u>70.4</u>	<u>9.1%</u>	<u>705.6</u>
Net Position - June 30	<u>\$ 915.4</u>	<u>\$ 840.9</u>	<u>\$ 74.5</u>	<u>8.9%</u>	<u>\$ 770.5</u>

SVP retail operating revenues were \$453.3 million in fiscal year 2020-21, \$433.9 million in fiscal year 2019-20, and \$406.9 million in fiscal year 2018-19, reflecting increases of approximately 4.5% and 6.6% from fiscal years 2019-20 and 2018-19, respectively. The main reason for the increase in fiscal year 2020-21 was due to a 3% rate increase effective February 1, 2021.

Retail operating expenses were \$432.3 million in fiscal year 2020-21, \$408.8 million in fiscal year 2019-20, and \$368.1 million in fiscal year 2018-19, reflecting an increase of \$23.5 million and \$40.7 million or 5.7% and 11.1% from fiscal years 2019-20 and 2018-19, respectively. The retail operating expenses for fiscal year 2020-21 were higher primarily due to an increase in the purchased power of \$22.2 million.

Revenues from wholesale resources (include gas and power) sales were \$22.3 million in fiscal year 2020-21, \$24.8 million in fiscal year 2019-20 as restated, and \$27.7 million in fiscal year 2018-19. Concurrently, the cost of wholesale resources purchases was \$12.3 million in fiscal year 2020-21, \$30.0 million in fiscal year 2019-20, and \$22.5 million in fiscal year 2018-19. The decrease of wholesale power purchases in fiscal year 2020-21 was due to high priced contracts that expired in December 2020, partially offset by profits from fixed price gas future contracts.

Interest income was \$6.8 million in fiscal year 2020-21, \$7.5 million in fiscal year 2019-20, and \$6.0 million in fiscal year 2018-19. The decrease in the current fiscal year was primarily the result of lower returns on investments throughout the fiscal year ended June 30, 2021. Interest expense was \$12.3 million in fiscal year 2020-21, \$30.0 million in fiscal year 2019-20, and \$22.5 million in fiscal year 2018-19. The decrease of interest expenses in fiscal year 2020-21 was due to refunding of Electric Revenue Refunding Bonds, Series 2011A, callable portion of Electric Revenue Refunding Bonds, Series 2013A, and the Bank of America Loan Agreement, Series 2014 in fiscal year 2019-20. Further detail maybe found in Note 5 to the financial statements.

SVP had a net position of \$915.4 million at June 30, 2021, an increase of \$74.5 million from the prior fiscal year. Of this amount, \$28.6 million was an increase in net investment in capital assets, \$1.6 million was an increase of restricted for pension benefits, and \$44.3 million was an increase of unrestricted net position.

CAPITAL ASSETS

At the end of fiscal year 2020-21 SVP had \$601.7 million, net of depreciation, invested in capital assets, with a significant amount in power generation facilities and the remainder in transmission and distribution assets. At June 30, 2021, SVP had various projects completed or under construction. In fiscal year 2020-21, the Capital Improvement Projects Budget included appropriations for significant investments in substation improvements in future years.

Further detail may be found in Note 4 to the financial statements.

DEBT ADMINISTRATION

Each of SVP's debt issues is discussed in detail in Note 5 to the financial statements. At June 30, 2021, SVP's debt is comprised of two issues of Revenue Bonds and three issues of Subordinate Revenue Bonds totaling of \$156.5 million at that date. These Bonds are secured by net electric revenues earned by SVP and mature in fiscal years 2022 through 2033.

In fiscal year 2019-20, SVP issued Subordinate Electric Revenue Refunding Bonds, Series 2020-1, 2020-2, and 2020-3 to refinance Electric Revenue Refunding Bonds, Series 2011A, the callable portion of Electric Revenue Refunding Bonds, Series 2013A, and the Bank of America Loan Agreement, Series 2014, respectively. Further detail may be found in Note 5 to the financial statements.

ECONOMIC OUTLOOK AND MAJOR INITIATIVES

The economy of the City and its major initiatives for the coming year are discussed in detail in the Letter of Transmittal Section of the City's Annual Comprehensive Financial Report for the year ended June 30, 2021.

CONTACTING SVP'S FINANCIAL MANAGEMENT

These Basic Financial Statements are intended to provide citizens, taxpayers, investors, and creditors with a general overview of SVP's finances. Questions about these Basic Financial Statements should be directed to the City of Santa Clara Finance Department, at 1500 Warburton Avenue, Santa Clara, CA 95050-3796.

CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
STATEMENTS OF NET POSITION
June 30, 2021
with Comparative Totals as of June 30, 2020

ASSETS	2021	2020
Current Assets:		
Pooled cash and investments (Note 3)	\$ 434,877,562	\$ 382,751,374
Investments with fiscal agent (Note 3)	14,774,682	11,371,364
Receivables (net of allowances)		
Accounts	76,744,991	81,060,655
Interest	1,470,576	1,413,301
Derivative instrument (Note 5I)	1,604,352	-
Due from the City of Santa Clara (Note 2E)	2,603,215	2,001,967
Inventory of materials and supplies (Note 2F)	12,136,795	10,705,194
Total Current Assets	<u>544,212,173</u>	<u>489,303,855</u>
Noncurrent Assets:		
Capital assets (Note 4)		
Land	14,371,743	14,371,743
Construction in progress	99,971,096	93,557,073
Buildings, improvements and infrastructure	974,506,146	944,850,866
Equipment	9,698,465	9,852,172
Accumulated depreciation	<u>(496,816,889)</u>	<u>(475,677,771)</u>
Total Capital Assets (Net of Accumulated Depreciation)	<u>601,730,561</u>	<u>586,954,083</u>
Other Noncurrent Assets:		
Restricted investments (Note 3)	6,808,996	5,165,892
Derivative instrument (Note 5I)	11,427,770	807,345
Investments in joint ventures (Note 6)	42,673,081	40,994,710
Investments with fiscal agent (Note 3)	3,721,334	3,632,533
Deposits (Note 3)	5,522,664	3,226,542
Total Other Noncurrent Assets	<u>70,153,845</u>	<u>53,827,022</u>
Total Noncurrent Assets	<u>671,884,406</u>	<u>640,781,105</u>
Total Assets	<u>1,216,096,579</u>	<u>1,130,084,960</u>
 DEFERRED OUTFLOWS OF RESOURCES		
Accumulated decrease in fair value of hedging instruments	-	334,870
Deferred outflow on refunding of debt	7,051,125	7,909,839
Deferred outflows on OPEB related items (Note 8)	464,425	-
Deferred outflows on pension related items (Note 7)	14,951,393	12,824,723
Total Deferred Outflows of Resources	<u>22,466,943</u>	<u>21,069,432</u>

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
STATEMENTS OF NET POSITION
June 30, 2021
with Comparative Totals as of June 30, 2020**

LIABILITIES	2021	2020
Current Liabilities:		
Accrued liabilities	31,729,971	25,522,020
Interest payable	1,672,931	1,769,774
Accrued compensated absences	705,530	595,527
Current portion of long-term debt (Note 5)	13,005,000	9,580,000
Current portion derivative financial instruments (Note 5I)	-	334,870
Total Current Liabilities	<u>47,113,432</u>	<u>37,802,191</u>
Noncurrent Liabilities:		
Long-term portion accrued compensated absences	5,462,387	4,848,943
Net pension liability (Note 7)	98,396,395	92,007,139
Net OPEB liability (Note 8)	11,860,957	12,076,500
Long-term debt (Note 5)	143,529,398	157,287,631
Total Noncurrent Liabilities	<u>259,249,137</u>	<u>266,220,213</u>
Total Liabilities	<u>306,362,569</u>	<u>304,022,404</u>
 DEFERRED INFLOWS OF RESOURCES		
Accumulated increase in fair value of hedging instruments (Note 5I)	13,032,122	807,345
Deferred inflow on refunding of debt	1,793,331	2,049,598
Deferred inflows pension related items (Note 7)	148,855	1,672,377
Deferred inflows OPEB related items (Note 8)	1,811,678	1,710,087
Total Deferred Inflows of Resources	<u>16,785,986</u>	<u>6,239,407</u>
 NET POSITION		
Net investment in capital assets	463,692,179	435,090,349
Restricted for Pension Rate Stabilization Program	6,808,996	5,165,892
Unrestricted net position	444,913,792	400,636,340
Total Net Position	<u>\$ 915,414,967</u>	<u>\$ 840,892,581</u>

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Year Ended June 30, 2021
with Comparative Totals for the Year Ended June 30, 2020**

	<u>2021</u>	<u>2020</u>
Operating Revenues:		
Residential sales	\$ 35,440,461	\$ 31,866,563
Commercial sales	16,489,095	15,472,086
Industrial sales	399,940,409	383,703,654
Renewable energy credits	1,901,898	4,338,867
Wholesale power sales (Note 9)	22,324,165	24,838,645
Mandated program receipts	12,952,572	12,327,329
Other operating revenues	20,614,578	10,500,743
Total Operating Revenues	<u>509,663,178</u>	<u>483,047,887</u>
Operating Expenses:		
Operations	80,459,901	83,333,675
Maintenance	22,049,243	18,642,359
Purchased power	320,726,558	316,263,824
Mandated program disbursement	5,821,317	6,920,162
Depreciation	21,359,932	20,562,428
Total Operating Expenses	<u>450,416,951</u>	<u>445,722,448</u>
Operating Income	<u>59,246,227</u>	<u>37,325,439</u>
Nonoperating Revenues (Expenses):		
Interest revenue	6,823,316	7,521,559
Net changes in the fair value of investments	(4,791,168)	8,352,454
Interest expense	(3,744,098)	(6,858,905)
Equity in income (losses) of joint ventures	1,678,371	3,662,398
Rents and royalties	3,767,123	3,580,121
Other revenues	11,379,050	17,203,800
Total Nonoperating Revenues, net	<u>15,112,594</u>	<u>33,461,427</u>
Income Before Transfers	74,358,821	70,786,866
Contributions	1,900,000	-
Transfers from the City of Santa Clara	166,540	1,349,196
Transfers to the City of Santa Clara	(1,902,975)	(1,781,291)
Net Income	74,522,386	70,354,771
Net Position, Beginning of Year	<u>840,892,581</u>	<u>770,537,810</u>
Net Position, End of Year	<u>\$ 915,414,967</u>	<u>\$ 840,892,581</u>

See accompanying notes to financial statements

CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2021
with Comparative Totals for the Year Ended June 30, 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 476,627,250	\$ 429,961,855
Payments to suppliers	(353,242,680)	(349,887,806)
Payments to employees for salaries and benefits	(43,598,710)	(40,874,235)
Rents and royalties received	2,972,934	3,480,384
Wholesale trading escrow	(2,296,122)	(1,821,170)
Wholesale resources sales	22,324,165	24,838,645
Wholesale resources purchases	(12,282,782)	(29,986,421)
Renewable energy credits	1,901,898	4,338,867
Other receipts	17,536,223	21,235,299
	109,942,176	61,285,418
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Increase (decrease) in due from other funds	(601,248)	(542,658)
Changes in restricted investments	1,643,104	836,026
Transfers in	166,540	1,349,196
Transfers out	(1,902,975)	(1,781,291)
	(694,579)	(138,727)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets, net	(40,389,333)	(24,539,562)
Proceeds from debt issuance	-	104,020,000
Gain (loss) on issuance of debt	-	(7,577,802)
Debt retirement	-	(104,968,000)
Principal payments on debt	(9,580,000)	(11,700,000)
Cost of issuance	-	(315,657)
Interest paid on debt	(3,991,726)	(8,715,579)
	(53,961,059)	(53,796,600)

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2021
with Comparative Totals for the Year Ended June 30, 2020**

	2021	2020
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest and dividends	6,766,041	7,559,051
Net increase (decrease) in the fair value of investments	(4,791,168)	8,352,454
Payments made by fiscal agent	13,538,574	15,737,931
Deposits made with fiscal agent	(17,030,693)	(9,613,816)
Cash Flows from Investing Activities	(1,517,246)	22,035,620
Net Increase (Decrease) in Cash and Cash Equivalents	53,769,292	29,385,711
Cash and cash equivalent at Beginning of Period	387,917,266	358,531,555
Cash and cash equivalent at End of Period	\$ 441,686,558	\$ 387,917,266
 Reconciliation of Operating Gain(Loss) to Net Cash Provided (Used) by Operating activities:		
Operating income	\$ 59,246,227	\$ 37,325,439
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
(Decrease) Increase in due to OPEB system	(578,377)	(1,772,614)
(Decrease) Increase in due to retirement system	2,739,064	417,032
Depreciation	21,359,932	20,562,428
Change in assets and liabilities:		
Receivable, net	4,315,664	(12,112,118)
Inventory	(1,431,601)	981,438
Accrued liabilities	12,360,873	(3,099,953)
Restricted cash	(1,643,104)	(836,026)
Compensated absences	723,447	857,041
Other receipts	15,146,173	20,783,921
Wholesale trading escrow	(2,296,122)	(1,821,170)
 Net Cash Provided by Operating Activities	\$ 109,942,176	\$ 61,285,418
NONCASH TRANSACTIONS:		
Joint Ventures		
Nonoperating Income (Expense)	\$ 1,678,371	\$ 3,662,398

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 1 – DEFINITION OF THE REPORTING ENTITY

The City of Santa Clara (the City), California’s Electric Utility Enterprise Fund, which began operating as Silicon Valley Power (SVP) in 1999, commenced operations over 100 years ago in 1896. Originally, SVP constructed a lighting plant consisting of forty-six 2000 candlepower direct current lamps and a dynamo (a type of electric generator) which entered into service in October 1896. In late 1903, SVP invested \$5,000 to convert the system to alternating current and abandoned the small generating plant. Wholesale power was purchased from United Gas and Electric Company of San Jose.

Between 1903 and 1965, SVP purchased all of its electric power requirements from investor-owned utilities. In 1965, it received an allocation of power from the Federal Central Valley Project and began to diversify its resources. SVP became a charter member of the Northern California Power Agency (NCPA) in June 1968. Throughout the 1970’s, SVP and NCPA worked on behalf of all municipal electric utilities in Northern California to gain access to wholesale transmission markets and to jointly develop cost-effective electric generation resources.

In 1980, SVP became a generating utility for the first time in 73 years with the start of operations of the 6-Megawatt Cogen No. 1 power plant. In 1983, the 110 Megawatt NCPA Geothermal Project, the first municipally owned and operated geothermal power plant in the United States, entered service with SVP as lead partner holding a 55% participation share. Subsequently, SVP participated in further jointly owned power generation projects including hydroelectric, natural gas and coal fired generation. In 2005, SVP placed the 147 Megawatt Don Von Raesfeld Power Plant into service.

Today, SVP has grown to approximately 8,404 streetlights and serves approximately 58,036 electric customers. As SVP looks to the future, it continues to be responsive to the electric market development by increasing its renewable power resources, reducing its greenhouse gas (GHG) footprint, and working with its customers to enhance the value they receive from municipal ownership of their electric utility.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Presentation

SVP’s Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Government Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America. The electric enterprise fund is included in the City’s Annual

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 2- SUMMARY OF SIGNIFIICANT ACCOUNTING POLICIES (continued)

Comprehensive Financial Report, and therefore, these financial statements do not purport to represent the financial position and changes in financial position of the City.

B. Basis of Accounting

SVP reports its activities as a proprietary fund type (Enterprise Fund) which is maintained on the accrual basis of accounting wherein revenues are recognized in the accounting period in which they are earned regardless of whether they are received, and expenses are recognized in the period in which the related liabilities are incurred. Certain indirect costs are included in program expenses reported for individual functions and activities.

During the year ended June 30, 2021, SVP implemented the following GASB Statement:

The GASB issued Statement No. 84 "*Fiduciary Activities.*" The objective of this statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This statement becomes effective for periods beginning after December 15, 2020. The adoption of this standard did not have an impact to the SVP's financial statements.

The GASB issued Statement No. 90 "*Majority Equity Interests-An Amendment of GASB Statements No. 14 and No. 61.*" The objective of this statement is to clarify the accounting and financial reporting requirements for a state or local government's majority equity interest in an organization that remains legally separate after acquisition. This statement becomes effective for periods beginning after December 15, 2020. SVP does not have any majority equity interests that meet the criteria of this pronouncement.

The GASB issued Statement No. 92 "*Omnibus 2020.*" The objective of this statement is to enhance comparability in reporting and improve the consistency of authoritative literature by addressing practice issues identified during implantation of certain GASB statements. Certain provision of this statement becomes effective upon issuance for requirements related to GASB 87 and the remaining provisions are effective for periods beginning after June 15, 2021. SVP implemented the GASB 87 provision of this omnibus during the year ended June 30, 2021.

The GASB issued Statement No. 98 "*The Annual Comprehensive Financial Report.*" This statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. The requirements of this statement are effective for fiscal years ending after December 15, 2021. This standard was adopted for fiscal year ending June 30, 2021.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 2- SUMMARY OF SIGNIFIICANT ACCOUNTING POLICIES (continued)

SVP is analyzing the effects of the following pronouncements and plans to adopt them by the effective dates:

The GASB issued Statement No. 87 "*Leases.*" The objective of this statement is to improve accounting and financial reports related to the recognition of lease assets and liabilities that previously were classified as operating leases. This statement becomes effective for periods beginning after June 15, 2021. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 89 "*Accounting for Interest Cost Incurred Before the end of a Construction Period.*" The objective of this statement is to enhance the relevance and comparability of information about capital assets and the cost of borrowing and to simplify account for interest cost. This statement becomes effective for periods beginning after December 15, 2020. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 91 "*Conduit Debt Obligation.*" The objective of this statement is to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practices. This statement becomes effective for periods beginning after December 15, 2021. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 92 "*Omnibus 2020.*" The objective of this statement is to enhance comparability in reporting and improve the consistency of authoritative literature by addressing practice issues identified during implantation of certain GASB statements. This statement becomes effective upon issuance for requirements related to GASB 87. For GASB 73, GASB 74, and GASB 84 as well as measurement of liabilities associated with asset retirement obligations, the requirements become effective for reporting periods beginning after June 15, 2021. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 93 "*Replacement of Interbank Offered Rates.*" The objective of this statement is to address accounting and financial reporting implication that results from the replacement of an IBOR. This statement becomes effective for periods beginning after June 15, 2021. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 94 "*Public-Private and Public-Public Partnerships and Availability Payment Arrangements.*" The objective of this statement is to address issues related to public-private and public-public partnership arrangements and to provide guidance for accounting and financial reporting for availability payment arrangements. This statement becomes effective for periods beginning after June 15, 2022. SVP is currently evaluating the impact on the financial statements.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 2- SUMMARY OF SIGNIFIICANT ACCOUNTING POLICIES (continued)

The GASB issued Statement No. 96 “*Subscription-Based Information Technology Arrangements.*” The objective of this statement is to provide guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. This statement becomes effective for periods beginning after June 15, 2022. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 97 “*Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans-An Amendment of GASB Statements No.14 and No. 84, and a Supersession of GASB Statement No. 32.*” The objectives of this statement are to (1) increase consistency and comparability related to reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. This statement becomes effective for periods beginning after June 15, 2021. The City is currently evaluating the impact on the financial statements.

C. Measurement Focus

Enterprise funds are accounted for on a cost of services or economic resources measurement focus, which means that all liabilities associated with the activity are included on their Statement of Net Position. Enterprise fund type operating statements present increases (revenues) and decreases (expenses) in total net position. Reported net position is segregated into three categories – net investment in capital assets, restricted, and unrestricted.

D. Cash and Investments

SVP’s cash and investments pool is maintained by the City except for fiscal agent cash and investments.

While maintaining safety and liquidity, the City maximizes investment return by pooling its available cash for investment purposes. Unless there are specific legal or contractual requirements to do otherwise, interest earnings are apportioned among funds according to average monthly cash and investment balances. It is generally the City’s intention to hold investments until maturity. City investments are stated at fair value (see Note 3).

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For the years ended June 30, 2021 and 2020

NOTE 2- SUMMARY OF SIGNIFIICANT ACCOUNTING POLICIES (continued)

Cash and cash equivalents for purposes of the statement of cash flows include pooled cash and investments and cash designated for construction. Transactions with City-wide cash management pools are similar to those with external investment pools; therefore, since pooled cash and investments have the same characteristics as demand deposits in that the City's individual funds and component units may withdraw additional monies at any time without prior notice or penalty, pooled cash and investments are considered essentially demand deposit accounts.

Cash and investments with fiscal agent, a bond reserve investment pool, and amounts classified as deposits are not considered cash and cash equivalents.

E. Due from City of Santa Clara

During the course of operations, transactions occur between SVP and the City for goods provided or services rendered. The related receivables, net, are classified as “Due from the City of Santa Clara” on the accompanying statement of net position.

F. Inventory of Materials and Supplies

Inventory of materials and supplies is accounted for using the consumption method and is stated at average cost. Inventory consists of expendable supplies held for consumption by the electric utility.

G. Capital Assets

All capital assets with a value of \$5,000 and buildings, improvements and infrastructure with costs exceeding \$20,000 or more with useful lives exceeding two years are capitalized. These assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated acquisition value on the date contributed. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets (buildings and improvements: 20 to 50 years; and equipment: 3 to 25 years) and is charged as an expense against operations. Accumulated depreciation is reported on the statement of net position.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets.

Capital assets and the related obligations under lease/purchase agreements are capitalized and accounted for in accordance with Accounting Standards Codification (ASC) Topic 840. Interest is capitalized on construction in progress in accordance with ASC Topic 835, Capitalization of

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
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NOTE 2- SUMMARY OF SIGNIFIICANT ACCOUNTING POLICIES (continued)

Interest Cost in Situations Involving Certain Tax-Exempt Borrowings, and Certain Gifts and Grants. Accordingly, interest capitalized is the total interest cost for the date of the borrowings net of any interest earned on temporary investments of the borrowed proceeds until the specified asset is ready for its intended use. There was no interest capitalized for the fiscal years ended June 30, 2020 or 2021.

H. Joint Ventures

SVP participates in several joint ventures in accordance with GAAP. If SVP's equity in net losses of a joint venture exceeds its investments, use of the equity method is suspended except to the extent that SVP is obligated to provide further support or has guaranteed obligations of the joint venture.

SVP advances funds to certain of its joint ventures in the form of refundable advances, project advances, and operating and maintenance advances. Refundable advances accrue interest at rates stated in the related agreements. Operating, maintenance, and project advances are charged to operations when incurred.

Capitalized project costs are charged to operations in the event that a project is determined to be not economically feasible.

I. Compensated Absences

Amounts of vested or accumulated vacation leave and certain benefits that are not expected to be liquidated with expendable available financial resources are reported in the SVP financial statements as an expense and liability.

In accordance with GAAP, Accounting for Compensated Absences, a liability for sick leave and benefits is accrued using the vesting method. The vesting method provides that a governmental entity estimate its accrued sick leave liability based on the sick leave accumulated at the statement of net position date by those employees who currently are eligible to receive termination payments as well as other employees who are expected to become eligible in the future to receive such payments. Estimated sick leave payments are recorded as an expense and liability by SVP.

J. Risk Management

SVP is covered under the City's self-insurance programs via Internal Service Funds. There were no significant reductions in insurance coverage from the prior year by major categories of risk and the amount of settlements did not exceed insurance coverage for the past four fiscal years.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
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NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 2- SUMMARY OF SIGNIFIICANT ACCOUNTING POLICIES (continued)

Additional information with respect to the City's self-insurance programs can be found in the City's Annual Comprehensive Financial Report.

K. Electric Power Purchased

SVP purchases power from various suppliers and agencies (including joint powers agencies) for resale to its customers (see Note 10). SVP also engages in numerous wholesale power transactions with the objective of reducing its overall cost of purchased power. Gross wholesale power sales and wholesale power purchases are recorded as operating revenue and expense, respectively (see Note 9).

L. Bond Discounts/Issuance Costs

Bond discounts are presented as a reduction of the face amount of bonds payable, whereas issuance costs are recognized in the current period.

M. Revenue Recognition

Operating revenues are recognized based on cycle billings periodically rendered to customers. Operating revenues for services provided, but not billed at the end of the fiscal year, are recognized and accrued based on estimated consumption. Operating revenues primarily include the sales of electric power to residential, commercial, industrial, and municipal customers.

Non-operating revenues primarily represent wholesale resources sales, interest income, public benefit charge revenues, grants, rents, and other non-recurring miscellaneous income.

N. Taxes on Income

As an agency of the City, SVP falls under the review of the Internal Revenue Code Section 115 and corresponding California Revenue and Taxation Code provisions. As such, it is not subject to federal income or state franchise taxes.

O. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources,

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 2- SUMMARY OF SIGNIFIICANT ACCOUNTING POLICIES (continued)

represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

P. Net Position and Fund Equity

SVP may fund certain programs with a combination of restricted and unrestricted net position. The policy is to first apply restricted net position followed by unrestricted net position if necessary.

Q. Use of Estimates

The preparation of financial statements in conformity with GAAP in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

R. Reclassification

Certain amounts reported in the prior year financial statements have been reclassified to conform to the current year's presentation.

NOTE 3 – CASH AND INVESTMENTS

SVP's cash and investments pool is maintained by the City except for fiscal agent cash and investments. A full description of the City's cash and investment policy is in Note 7 of its Annual Financial Report.

A. Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy and the California Government Code allow the City to invest in certain types of investments, provided the credit ratings of the issuers are acceptable to the City. The table below also identifies certain provisions of the City's Investment Policy and the California Government Code that address interest rate risk, credit risk, and concentration of credit risk.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 3 – CASH AND INVESTMENTS (continued)

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage or Portfolio	Maximum Investment In One Issuer
U.S. Treasury Obligations	5 years	N/A	100%	100%
U.S. Agency Securities ⁽¹⁾	5 years	Top three ratings categories	80% ⁽²⁾	40%
Negotiable Certificates of Deposit	5 years	A/A1	30%	5%
Bankers Acceptances	180 days	N/A	25%	5%
Commercial Paper	270 days	Top Rating Category	25%	5%
California Local Agency Investment Fund	N/A	N/A	None	\$75M Per A/C
Repurchase Agreements	60 days	N/A	50%	20%
Reverse Repurchase Agreements (requires City Council approval)	92 days	N/A	20%	10%
Municipal Obligations	5 years	N/A	20%	5%
Medium Term Corporate Notes	5 years	A	20%	5%
Mutual Funds / Money Market Funds	N/A	Top rating category	20%	10%
Joint Power Authority Investment Pools	N/A	Top rating category	100%	100%
Supranational Obligations	5 years	AA	20%	10%
Asset-Backed & Mortgage-Backed Securities	5 years	AA	10%	5%
Non-Negotiable Certificates of Deposit	5 years	N/A	10%	5%

⁽¹⁾ Securities issued by the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), local agencies and other U.S. government sponsored enterprises.

⁽²⁾ Callable securities are limited to 30% of the portfolio.

B. Investments Authorized by Debt Agreements

The City invests bond proceeds restricted for construction in instruments that are stated in the Investment Policy and in various return-guaranteed investment agreements. These investments are invested in accordance with bond indentures and the maturities of each investment should not exceed the final maturity of each bond. Bond proceed investments are reported monthly to the City Council.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 3 – CASH AND INVESTMENTS (continued)

SVP also maintains required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if SVP fails to meet its obligations under these debt issues. The California Government Code 53601 (L) allows these funds to be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, other agreements, or certificates of participation in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

C. Pension Rate Stabilization Program

In February 2017, the City Council approved a Pension Rate Stabilization Program, (PRSP) Trust administered by Public Agency Retirement Services (PARS). The PRSP is an irrevocable trust and qualifies as an Internal Revenue Section 115 trust. This trust will assist the City in mitigating the CalPERS contribution rate volatility. Investments of funds held in Pension Rate Stabilization Program (PRSP) are governed by the Investment Guideline Document for the investment account and by the agreement for administrative services with the Public Agency Retirement Services (PARS), rather than the general provisions of the California Government code or the City's investment policy. The City elected a discretionary investment approach which allows the City to maintain oversight of the investment management, control on target yield and the portfolio' risk tolerance. The assets in this program will eventually be used to fund Pension Plan obligations.

As part of the year-end process for fiscal year 2016-17, the City Council approved SVP to designate and make an initial deposit of \$3.5 million in fiscal year 2018 towards pre-funding the City's pension obligations. As of June 30, 2021, the balance in the pension rate stabilization program trust was \$6.8 million.

D. Credit and Interest Rate Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligations to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

Interest rate risk is the risk that changes in market interest rate will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment is the greater the sensitivity of its fair value to changes in market interest rates to be.

Information about the sensitivity of the fair values of SVP's investments to market interest rate fluctuations is provided by the following table that shows the distribution to SVP's investment by maturity.

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(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 3 – CASH AND INVESTMENTS (continued)

Type of Investment	Credit Rating	Maturity				2021	2020
		Under 180 Days	181 - 365 Days	1 - 3 Years	3 - 5 Years	Fair Value	Fair Value
Cash and Investments							
- City Treasury:							
Cash	N/A	\$ 68,251,715	\$ -	\$ -	\$ -	\$ 68,251,715	\$ 72,856,053
U.S. Treasury notes	Aaa	17,822,613	21,626,822	103,476,888	28,864,347	171,790,670	151,631,643
Federal Farm Credit Bank	Aaa	-	2,246,909	21,936,989	21,294,914	45,478,812	41,139,348
Federal Home Loan Bank	Aaa	6,712,832	2,258,098	14,069,010	8,724,276	31,764,216	43,292,658
Federal National Mortgage Association	Aaa	2,232,228	2,246,197	6,794,218	17,863,691	29,136,334	32,507,325
Federal Home Loan Mortgage Corporation	Aaa	2,227,178	-	7,492,113	6,407,084	16,126,375	7,288,926
Corporate notes	AAA/Aaa	-	-	-	4,586,331	4,586,331	-
Corporate notes	AA	-	-	1,884,359	4,756,032	6,640,391	-
Corporate notes	A	-	-	4,944,092	9,998,945	14,943,037	-
Supranational	Aaa	-	-	3,255,588	-	3,255,588	-
Asset-Backed Securities	AAA	-	-	-	1,758,039	1,758,039	-
California Municipal Bonds	Aaa	-	-	-	1,199,332	1,199,332	-
California Municipal Bonds	Not Rated	-	-	648,456	-	648,456	-
Certificates of Deposit	A1 / P1	-	8,171,859	-	-	8,171,859	-
Wells Fargo Money Market Fund	Not Rated	90,363	-	-	-	90,363	-
State Investment Pool (LAIF)	Not Rated	31,036,044	-	-	-	31,036,044	25,438,654
Mutual Fund - Fidelity	Aaam	-	-	-	-	-	8,596,767
Cash and Investments - City Treasury		128,372,973	36,549,885	164,501,713	105,452,991	434,877,562	382,751,374
Cash and Investments							
- Other:							
Cash (Debt Fund)	N/A	91,549	-	-	-	91,549	435
Mutual Fund - Goldman FS - Money Market Funds (Debt Funds)	Aaam	14,055,910	-	-	-	14,055,910	13,672,092
Mutual Fund - JP Morgan - Money Market Funds (Debt Funds)	Aaam	4,348,557	-	-	-	4,348,557	1,331,370
Pension Rate Stabilization Investment (Cash and Equivalents)	Not Rated	69,156	-	-	-	69,156	220,080
Pension Rate Stabilization Investment (Mutual Fund - Equity)	Not Rated	2,134,902	-	-	-	2,134,902	1,493,945
Pension Rate Stabilization Investment (Mutual Fund - Fixed Income)	Not Rated	4,604,938	-	-	-	4,604,938	3,451,867
Collateral Obligations (Archer Daniels Midland and CAISO)	Not Rated	5,522,664	-	-	-	5,522,664	3,226,542
Investments - Other		30,827,676	-	-	-	30,827,676	23,396,331
Total Cash and Investments		\$ 159,200,649	\$ 36,549,885	\$ 164,501,713	\$ 105,452,991	\$ 465,705,238	\$ 406,147,705

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 3 – CASH AND INVESTMENTS (continued)

The City is a voluntary participant in the Local Agency Investment Fund (LAIF). LAIF is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF's investment portfolio mainly consists of Treasuries, loans, Federal Agency securities, and collateralized mortgage obligations. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of \$5,000, a maximum transaction amount of \$75 million and at least 24 hours advance notice for withdrawals of \$10 million or more. Bond proceeds accounts are subject to one time deposit with no cap and are set up with a monthly draw down schedule. The carrying value of LAIF approximates fair value.

Mutual funds are available for withdrawal on demand. See City's Annual Financial Report Note 7 to the financial statements for additional detail on the fiscal year 2020-21 investment portfolio.

E. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its Agent having a fair value of 105% to 150% of the City's cash on deposit. All of the City's deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's Investment Policy limits its exposure to custodial credit risk by requiring that all security transactions entered into by the City, including collateral for repurchase agreements, be conducted on a delivery-versus-payment basis. Securities are to be held by a third party custodian.

F. Fair Value Hierarchy

SVP categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation input used to measure the fair value of asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. See City's Annual Financial Report Note 7 to the financial statements for more detailed information.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 3 – CASH AND INVESTMENTS (continued)

	Fair Value Measurements Using			
	Investments and Derivative Instruments Measured at Fair Value	Quoted Prices in Active Markets for Identical Assets	Other Observable Inputs	Exempt ⁽¹⁾
	6/30/2021	Level 1	Level 2	
Investments by Fair Value Level				
Short Term Investments				
US Treasury Notes	\$ 171,790,670	171,790,670	\$ -	\$ -
Federal Farm Credit Banks	45,478,812	-	45,478,812	-
Federal Home Loan Banks	31,764,216	-	31,764,216	-
Federal National Mortgage Association	29,136,334	-	29,136,334	-
Federal Home Loan Mortgage Corp	16,126,375	-	16,126,375	-
Corporate notes	26,169,759	-	26,169,759	-
Supranational	3,255,588	-	3,255,588	-
Asset-Backed Securities	1,758,039	-	1,758,039	-
California Municipal Bonds	1,847,788	-	1,847,788	-
Certificates of Deposit	8,171,859	-	8,171,859	-
Wells Fargo Money Market Fund	90,363	-	-	90,363
Total Short Term Investments	335,589,803	171,790,670	163,708,770	90,363
Debt Securities and Other				
Mutual Fund - Goldman FS				
- Money Market Funds (Debt Funds)	14,055,910	-	-	14,055,910
Mutual Fund - JP Morgan				
- Money Market Funds (Debt Funds)	4,348,557	-	-	4,348,557
Pension Rate Stabilization Investment (Cash and Equivalents)	69,156	69,156	-	-
Pension Rate Stabilization Investment (Mutual Fund - Equity)	2,134,902	2,134,902	-	-
(Mutual Fund - Fixed Income)	4,604,938	3,627,788	977,150	-
Collateral Obligations (Archer Daniels Midland and CAISO)	5,522,664	-	-	5,522,664
Total Debt Securities and Other	30,736,127	5,831,846	977,150	23,927,131
Total Investment by Fair Value Level	366,325,930	\$ 177,622,516	\$ 164,685,920	24,017,494
Investments Measured at the Amortized Cost				
State Investment Pool (LAIF)	31,036,044	-	-	31,036,044
Total Investments	397,361,974	\$ 177,622,516	\$ 164,685,920	\$ 55,053,538
Cash in Banks	68,343,264			
Total Cash and Investment	\$ 465,705,238			
Investments Derivative Instruments				
Open contract power trading - current assets	\$ 1,604,352		\$ 1,604,352	
Open contract gas trading - non-current assets	11,427,770		11,427,770	
Total Investment Derivative Instruments	\$ 13,032,122		\$ 13,032,122	

⁽¹⁾ Accounts in exempt column are Mutual Fund-Money Market, Collateral Obligation and LAIF investments which are exempt from fair value hierarchy, or reported at amortized cost.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 3 – CASH AND INVESTMENTS (continued)

The City utilizes a third party pricing service to determine fair market prices for its individually held investments. Evaluations are based on market information available at the time and generated using proprietary evaluated pricing models and methodologies.

Level 1 investments are valued using a marketable actively traded assets closing price for identical assets. Level 2 investments are determined by using quoted prices for similar assets.

NOTE 4 – CAPITAL ASSETS

A. Capital Assets Summary

	Balance June 30, 2020	Additions	Retirements	Transfers	Balance June 30, 2021
Non Depreciable Assets:					
Land	\$ 14,371,743	\$ -	\$ -	\$ -	\$ 14,371,743
Construction In Progress	93,557,073	34,169,303	-	(27,755,280)	99,971,096
Total Non Depreciable Assets	<u>107,928,816</u>	<u>34,169,303</u>	<u>-</u>	<u>(27,755,280)</u>	<u>114,342,839</u>
Capital assets being depreciated:					
Buildings and Improvements	944,850,866	1,900,000	-	27,755,280	974,506,146
Machinery & Equipment	9,852,172	67,107	(220,814)	-	9,698,465
Total capital assets being depreciated	<u>954,703,038</u>	<u>1,967,107</u>	<u>(220,814)</u>	<u>27,755,280</u>	<u>984,204,611</u>
Less accumulated depreciation for:					
Buildings and Improvements	(467,321,569)	(21,039,558)	-	-	(488,361,127)
Machinery & Equipment	(8,356,202)	(320,374)	220,814	-	(8,455,762)
Total accumulated depreciation	<u>(475,677,771)</u>	<u>(21,359,932)</u>	<u>220,814</u>	<u>-</u>	<u>(496,816,889)</u>
Net Depreciable Assets	<u>479,025,267</u>	<u>(19,392,825)</u>	<u>-</u>	<u>27,755,280</u>	<u>487,387,722</u>
Enterprise Activity Capital Assets, Net	<u>\$ 586,954,083</u>	<u>\$ 14,776,478</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 601,730,561</u>

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 4 – CAPTIAL ASSETS (continued)

B. Construction in Progress

Construction in progress as of June 30, 2021 consisted of the following in SVP Projects.

Projects	Authorized	Expended	Commitments
Replace NRS 115/60KV Transformers	\$ 18,673,045	\$ 1,279,952	\$ 17,393,093
SVP Utility Center	17,413,108	188,173	17,224,935
Serra Substation	18,887,411	7,887,229	11,000,182
Fairview Substation	28,502,108	23,349,610	5,152,498
San Tomas Junction	5,041,285	233,933	4,807,352
Great America Tasman Street Lighting Improvements	4,830,772	767,162	4,063,610
Other Projects	85,261,120	66,265,037	18,996,083
Total	<u>\$ 178,608,849</u>	<u>\$ 99,971,096</u>	<u>\$ 78,637,753</u>

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS

Changes in long-term debt for the year ended June 30, 2021, consisted of the following:

Type of Indebtedness Rate, Issue Date and Maturity	Outstanding as of June 30, 2020	Debt Retired / Defeased	Additions and Amortization of Discounts	Outstanding as of June 30, 2021	Current Portion
Obligation Bonds:					
2013 Series A Refunding Revenue Bonds 3%-5%, 04/24/13-07/01/22	\$ 12,980,000	\$ 4,115,000	\$ -	\$ 8,865,000	\$ 4,320,000
2018 Series A Refunding Revenue Bonds, 5%, 12/18/18 - 07/01/27	44,595,000	4,485,000	-	40,110,000	4,785,000
Unamortized Discount/Premium	5,272,631	-	(753,233)	4,519,398	-
Subtotal Electric Utility Revenue Bonds	<u>62,847,631</u>	<u>8,600,000</u>	<u>(753,233)</u>	<u>53,494,398</u>	<u>9,105,000</u>
Direct Placement:					
Series 2020-1 Revenue Refunding Bonds, 1.74%, 04/10/2020 - 07/01/2032	52,985,000	-		52,985,000	-
Series 2020-2 Revenue Refunding Bonds, 1.31%, 04/10/2020 - 07/01/2028	34,315,000	-		34,315,000	-
Series 2020-3 Revenue Refunding Bonds, 0.58% 04/10/2020 - 07/01/2024	16,720,000	980,000		15,740,000	3,900,000
Subtotal Electric Utility Revenue Bonds	<u>104,020,000</u>	<u>980,000</u>	<u>-</u>	<u>103,040,000</u>	<u>3,900,000</u>
Total Electric Utility Activities - Bonds and Notes from Direct Borrowing	<u>\$ 166,867,631</u>	<u>\$ 9,580,000</u>	<u>\$ (753,233)</u>	<u>\$ 156,534,398</u>	<u>\$ 13,005,000</u>

A. Electric Revenue Refunding Bonds, Series 2011A

On March 22, 2011, the City issued \$54.830 million of Electric Revenue Refunding Bonds, Series 2011A (Electric 2011A Bonds) to refinance \$49.66 million outstanding principal amount of Electric 2008A Bonds. The Electric 2011A Bonds mature annually beginning on July 1, 2028 through July 1, 2032 and bear coupon rates ranging from 5.00% to 6.00%. Debt service on the Electric 2011A Bonds is secured by a pledge of net revenues of SVP.

As of April 1, 2020, all \$54.830 million of the Electric 2011 A Bonds were outstanding and callable at par beginning July 1, 2021. The passage of the Tax Cuts and Jobs Act on December 22, 2017 eliminated tax-exempt advance refunding of tax-exempt bonds beginning January 1, 2018, and therefore tax-exempt advance refunding is no longer a refinancing option.

On April 10, 2020, SVP refinanced \$54.830 million outstanding principal amount of Electric 2011 A Bonds through a direct placement with Bank of America, N.A. under a Taxable to Tax-

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

Exempt Conversion structure. The Taxable to Tax-Exempt conversion was completed as of April 2, 2021. The refunding resulted in overall debt service savings of \$18,997,127. The net present value of the debt service savings is called an economic gain and after an addition for prior funds on hand of \$3,846, amounted to \$17,021,397. See Notes below for Subordinated Electric Revenue Refunding Bonds, Series 2020-1.

B. Electric Revenue Refunding Bonds, Series 2013A

On April 24, 2013, the City issued \$64.38 million of Electric Revenue Refunding Bonds, Series 2013A (Electric 2013A Bonds), to provide funds, together with other available moneys, to refinance outstanding Electric 2003A Bonds. The Electric 2013A Bonds mature annually beginning on July 1, 2014 through July 1, 2028 and bear coupon rates ranging from 3.00% to 5.00%. Debt service on the Electric 2013A Bonds is secured by a pledge of net revenues of SVP.

As of April 1, 2020, \$43.705 million of the Electric 2013A Bonds were outstanding and \$30.725 million would be callable at par beginning January 1, 2023. With the passage of the Tax Cuts and Jobs Act on December 22, 2017 eliminated tax-exempt advance refunding of tax-exempt bonds beginning January 1, 2018, and therefore tax-exempt advance refunding is no longer a refinancing option.

On April 10, 2020, SVP refinanced \$30.725 million callable portion of the outstanding principal amount of Electric 2013 A Bonds through a direct placement with Bank of America, N.A. under a Taxable to Tax-Exempt Conversion structure. The refunding resulted in overall debt service savings of \$1,706,384. The net present value of the debt service savings is called an economic gain and after an addition for prior funds on hand of \$203, amounted to \$1,703,470. See Notes below for Subordinated Electric Revenue Refunding Bonds, Series 2020-2.

As of June 30, 2021, \$8.865 million non-callable principal of Electric 2013A Bonds were outstanding. In the event of default, SVP will transfer to the trustee all adjusted net revenues held by it and received thereafter and the trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

C. Bank of America Loan Agreement, Series 2014

On June 16, 2014, the City entered into a Tax-Exempt Multiple Draw Term Loan with the Bank of America Preferred Funding Corporation (the “Electric 2014 Loan Agreement”) to fund the phase-shifting transformer project and the acquisition of property for future utility use. The loan

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

is a tax-exempt multiple draw term loan that allows SVP to draw funds as needed. The first draw occurred on June 16, 2014 for approximately \$24.4 million, which includes \$15.8 million for the Phase Shifting Transformer engineering, equipment purchase, and initial construction activities and \$8.5 million for the land purchase. The second draw occurred on April 15, 2015 for \$6.0 million to cover the construction and commissioning of the Phase Shifting Transformer. The loan terms allowed SVP to capitalize interest for up to two years in the amount of \$1,134,031 with the initial loan payment due July 1, 2016. The loan carries an interest rate of 2.67% and the final payment is due on July 1, 2024. Debt service on the Electric 2014 Loan Agreement is secured by a pledge of net revenues of SVP on a basis subordinate to outstanding Electric Revenue Bonds. The City issued a \$31.153 million Subordinated Electric Revenue Bond, Series 2014 (Electric Series 2014), of which \$19.413 million principal amount was outstanding and unpaid as of April 1, 2020.

On April 10, 2020, SVP refinanced all \$19.413 million of principal amount outstanding of the Electric Series 2014 Loan Agreement. The refunding resulted in overall debt service savings of \$875,057. The net present value of the debt service savings is called an economic gain and after an addition for prior funds on hand of \$3,408, amounted to \$818,263. See Notes below for Subordinate Electric Revenue Refunding Bonds, Series 2020-3.

D. Electric Revenue Refunding Bonds, Series 2018A

On December 18, 2018, SVP issued \$48.8 million of Electric Revenue Refunding Bonds, Series 2018A (Electric 2018A Bonds) to refinance \$54.58 million outstanding principal amount of Variable Rate Demand Electric Revenue Refunding Bonds, Series 2008B and terminate a related swap agreement. The Electric 2018A Bonds bear a 5% coupon rate, mature annually beginning on July 1, 2019 through July 1, 2027, and were sold at an All-In True Interest Cost of 2.32%. Debt service on the Electric 2018A Bonds is secured by a pledge of net revenues of SVP.

In the event of default, SVP will transfer to the trustee all adjusted net revenues held by it and received thereafter and the trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

E. Subordinate Electric Revenue Refunding Bonds, Series 2020-1

The City Council determined that it was in the best interests of the City to enter into a credit facility with a bank for the purpose of refunding all outstanding Electric 2011A Bonds; and for the indebtedness created under such credit facility to be evidenced by a subordinate electric

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

revenue bond to be issued by the City and delivered to the bank as authorized by Resolution No. 20-8834 adopted by the City Council on April 7, 2020.

On April 10, 2020, the City entered into a loan agreement with Bank of America, N.A. (the “Bank”) and issued \$52.985 million of Subordinate Electric Revenue Refunding Bonds, Series 2020-1 (Electric 2020-1 Bonds) to refinance \$54.830 million outstanding principal amount of Electric Series 2011A Bonds under a Taxable to Tax-Exempt Conversion structure. The Electric 2020-1 Bonds bear 1.74% coupon rates, mature annually beginning on July 1, 2028 through July 1, 2032 and were sold at a true interest cost of 1.43% with an average coupon rate of 1.40%. Electric 2020-1 Bonds were priced at taxable rates and was converted to tax-exempt on April 2, 2021. Both the taxable rate and tax-exempt rate after conversion were fixed at time of issuance. Starting April 2, 2021, the Bonds will bear interest at the tax exempt rate of 1.360% per annum. Debt service on the Electric 2020-1 Bonds is secured by a pledge of Available Electric Revenues of SVP on a basis subordinate to outstanding Electric Revenue Bonds, if any.

In the event of default under the loan agreement for the 2020-1 bonds (including a failure by the City to pay principal or interest on the related bonds, a failure by the City to perform or observe its covenants, a default in other specified indebtedness or obligations of the City, certain acts of bankruptcy or insolvency, or other specified events of default), the Bank has the right, upon written notice to the City, to accelerate and declare the City’s obligation to repay the related bonds and all other obligations of the City to the Bank under such loan agreement to be immediately due and payable.

F. Subordinate Electric Revenue Refunding Bonds, Series 2020-2

The City Council determined that it was in the best interests of the City to enter into a credit facility with a bank for the purpose of refunding a portion of the outstanding Electric 2013A Bonds; and for the indebtedness created under such credit facility to be evidenced by a subordinate electric revenue bond to be issued by the City and delivered to the Bank as authorized by Resolution No. 20-8834 adopted by the City Council on April 7, 2020.

On April 10, 2020, the City entered into a loan agreement with Bank of America, N.A. (the “Bank”) and issued \$34.315 million of Subordinate Electric Revenue Refunding Bonds, Series 2020-2 (Electric 2020-2 Bonds) to refinance \$30.725 million of the callable portion of the outstanding Electric Revenue Refunding Bonds, Series 2013 A. The Electric 2020-2 Bonds bear 1.31% coupon rates, mature annually beginning on July 1, 2023 through July 1, 2028 and were sold at a true interest cost of 1.21% with an average coupon rate of 1.15%. Electric 2020-2 Bonds were priced at taxable rates and will convert to a tax-exempt rate at the earlier of (i) the call date (1/1/2023) or (ii) the reversal of the advance refunding prohibition. Both the taxable rate and tax-exempt rate at conversion were fixed at the time of issuance. Debt service on the Electric

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

2020-2 Bonds is secured by a pledge of Available Electric Revenues of SVP on a basis subordinate to outstanding Electric Revenue Bonds, if any.

In the event of default under the loan agreement for the 2020-2 Bonds (including a failure by the City to pay principal or interest on the related bonds, a failure by the City to perform or observe its covenants, a default in other specified indebtedness or obligations of the City, certain acts of bankruptcy or insolvency, or other specified events of default), the Bank has the right, upon written notice to the City, to accelerate and declare the City's obligation to repay the related bonds and all other obligations of the City to the Bank under such loan agreement to be immediately due and payable.

G. Subordinate Electric Revenue Refunding Bonds, Series 2020-3

The City Council determined that it was in the best interests of the City to enter into a credit facility with a bank for the purpose of refunding of the outstanding Electric 2014 Loan Agreement; and for the indebtedness created under such credit facility to be evidenced by a subordinate electric revenue bond to be issued by the City and delivered to the Bank as authorized by Resolution No. 20-8834 adopted by the City Council on April 7, 2020.

On April 10, 2020, SVP issued \$16.720 million of Subordinate Electric Revenue Refunding Bonds, Series 2020-3 (Electric 2020-3 Bonds) to refinance \$19.413 million outstanding principal amount of Subordinated Electric Revenue Bonds, Series 2014. The Electric 2020-3 Bonds bear 0.58% coupon rates mature annually beginning on July 1, 2020 through July 1, 2024 and were sold at a true interest cost of 0.70%. Debt service on the Electric 2020-3 Bonds is secured by a pledge of Available Electric Revenues of SVP on a basis subordinate to outstanding Electric Revenue Bonds, if any.

In the event of default under the loan agreement for the 2020-3 bonds (including a failure by the City to pay principal or interest on the related bonds, a failure by the City to perform or observe its covenants, a default in other specified indebtedness or obligations of the City, certain acts of bankruptcy or insolvency, or other specified events of default), the Bank has the right, upon written notice to the City, to accelerate and declare the City's obligation to repay the related bonds and all other obligations of the City to the Bank under such loan agreement to be immediately due and payable.

H. Pledge of Future Electric Revenues

The pledge of future Electric Fund revenues ends upon repayment of the \$152 million in outstanding principal on the bonds which is scheduled to occur in fiscal year 2032-33. For fiscal year 2020-21, Electric Fund revenues including operating revenues and non-operating interest

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

earnings amounted to \$501.4 million and operating costs including operating expenses, but not interest, depreciation or amortization amounted to \$407.6 million. Net revenues available for debt service amounted to \$93.8 million which represented a coverage ratio of 6.8 on the \$13.8 million of debt service.

I. Derivative Instruments

In fiscal year 2009-10, SVP implemented GAAP, which addresses recognition, measurement and disclosures related to derivative instruments to determine whether they meet the definition of derivative instruments, and if so, whether they effectively hedge the expected cash flows associated with the interest rate and energy exposures. Under hedge accounting, the increase (decrease) in the fair value of a hedge is reported as a deferred cash flow hedge on the statement of net position.

Notional Amounts and Fair Values – Future Derivative Instruments

SVP maintains a Market Risk Management Policy, which among other things, sets forth the guidelines for the purchase and sale of certain financial instruments defined as hedge instruments in support of market power purchase and sales transactions. The primary goal of these guidelines is to provide a framework for the operation of an energy price hedging program to better manage SVP's risk exposure in order to utilize resources, stabilize pricing and costs for the benefit of SVP and its customers.

Consistent with hedge accounting treatment meeting effectiveness tests, changes in fair value are reported as deferred flows of resources on the statement of net position until the contract expiration that occurs in conjunction with the hedged expected energy purchase/sales transaction. When hedging contracts expire, at the time the purchase/sales transactions occur, the deferred balance is recorded as a component of Purchased Power. For energy derivatives, fair values are estimated by comparing contract prices to forward market prices quoted by third party market participants.

SVP had the following future derivative instruments outstanding at June 30, 2021 with Archer Daniels Midland Company to hedge cash flows on sales of excess resources in CAISO market in the future months.

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

<u>Notional Amount (MWh)</u>					<u>Fair Value</u>		<u>Change in Fair Value</u>	
Long	Short	Effective Date	Maturity Date	Average Price	Classification	Amount	Classification	Amount
	20,800	4/1/2021	6/30/2021	\$44.00	Derivative Instrument	\$ 249,808	Deferred inflow	\$ 249,808
	20,800	4/19/2021	7/31/2021	26.25	Derivative Instrument	61,984	Deferred inflow	61,984
	20,800	4/19/2021	8/31/2021	26.50	Derivative Instrument	1,028,560	Deferred inflow	1,028,560
	20,000	4/19/2021	9/30/2021	23.00	Derivative Instrument	264,000	Deferred inflow	264,000
						<u>\$ 1,604,352</u>		<u>\$ 1,604,352</u>

<u>Notional Amount (MMBtu)</u>					<u>Fair Value</u>		<u>Change in Fair Value</u>	
Long	Short	Effective Date	Maturity Date	Average Price	Classification	Amount	Classification	Amount
8,070,000		7/1/2020	12/31/2025	\$2.42	Derivative Instrument	\$ 4,116,155	Deferred inflow	\$ 4,116,155
8,225,000		1/1/2021	12/31/2025	0.56	Derivative Instrument	4,189,200	Deferred inflow	4,189,200
14,610,000		1/1/2022	12/31/2025	2.64	Derivative Instrument	3,122,390	Deferred inflow	3,122,390
14,610,000		1/1/2022	12/31/2025	1.03	Derivative Instrument	25	Deferred inflow	25
						<u>\$ 11,427,770</u>		<u>\$ 11,427,770</u>
					Grand Total	<u>\$ 13,032,122</u>		<u>\$ 13,032,122</u>

Credit Risk

Credit risk is the risk of loss due to a counterparty defaulting on its obligations. SVP is exposed to credit risk if hedging instruments are in asset positions. In order to eliminate counterparty credit risk, SVP has transacted both long term power and gas contracts on the Futures market on Intercontinental Exchange (ICE). As of June 30, 2021, all SVP's open derivative power and gas contracts were in an asset position, and the fair values of all open contracts were positive. The open contract was with ADM Investor Service, Inc., a clearing member of ICE and a subsidiary of Archer Daniels Midland Company who was rated A by Standard & Poor's as of June 30, 2021.

SVP's policy for requiring collateral on hedging instruments varies based on individual contracts and counterparty credit ratings. Under the brokerage agreements with Archer Daniels Midland

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

Company, the accounts are prefunded by SVP. If the account value falls below zero, margin calls are invoked. At June 30, 2021, SVP had posted collateral of \$5,522,664 deposited with CAISO and Archer Daniels Midland Company for wholesale trading.

It is also SVP's policy to negotiate netting arrangements whenever it has entered into more than one bilateral transactions with counterparty. Under the terms of these arrangements, should one party become insolvent or otherwise default on its obligations, the non-defaulting party may accelerate and terminate all outstanding transactions and net their fair values so that a single amount will be owed by (or to) the non-defaulting party.

Termination Risk

SVP's futures contracts are traded over the counter and have no termination risk.

Price Risk

With respect to price risk under power Futures contracts, on purchase contracts (long positions), SVP receives the CAISO NP15 average daily rate at settlement and pays the fixed contracted rate entered into on the trade date; on sales contracts (short positions), SVP pays the CAISO NP15 average daily rate at settlement and receives the fixed contracted rate entered into on the trade date. With respect to price risk under gas Futures contracts, on purchase contracts (long positions), SVP receives PG&E Citygate average daily price at settlement and pays the fixed contracted rate entered into on the trade date; on sales contracts (short positions), SVP pays the PG&E Citygate average daily price at settlement and receives the fixed contracted rate entered into on the trade date. SVP is exposed to risk because the contract prices are different from the settlement prices.

J. Other

Various debt agreements governing SVP's revenue bonds contain a number of covenants including those that require SVP to maintain and preserve the enterprise in good repair and working order, to maintain certain levels of insurance, and to fix and collect rates, fees, and charges so as to maintain certain debt coverage ratios. SVP is in compliance with these specific covenants and all other material covenants governing the particular revenue bond issues. No event of default as defined in the bond indentures has occurred or was occurring as of the date of this report.

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NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)

K. Repayment Requirements

As of June 30, 2021, the debt service requirements to maturity for SVP’s long-term debt are as follows:

Year Ending	Long-term Debt Future Debt Service Requirements					
	Senior Revenue Bonds			Subordinate Revenue Bonds from Direct Placement		
	June 30	Principal	Interest	Total	Principal	Interest
2022	\$ 9,105,000	\$ 2,221,125	\$ 11,326,125	\$ 3,900,000	\$ 1,067,954	\$ 4,967,954
2023	9,655,000	1,752,125	11,407,125	3,925,000	1,203,086	5,128,086
2024	5,440,000	1,374,750	6,814,750	9,700,000	1,075,725	10,775,725
2025	5,795,000	1,093,875	6,888,875	9,665,000	994,377	10,659,377
2026	6,005,000	798,875	6,803,875	5,910,000	923,678	6,833,678
2027-2031	12,975,000	657,125	13,632,125	49,165,000	3,281,077	52,446,077
2032-2033	-	-	-	20,775,000	244,766	21,019,766
	\$ 48,975,000	\$ 7,897,875	\$ 56,872,875	\$ 103,040,000	\$ 8,790,663	\$111,830,663

Reconciliation of Long-term Debt:

Principal Outstanding as of June 30, 2021	\$ 152,015,000
Unamortized Discount/Premium - Electric Revenue Bonds	<u>4,519,398</u>
Total Long-term Debt	<u>\$ 156,534,398</u>

NOTE 6 – PARTICIPATION IN JOINT VENTURES

A. Investment in Joint Ventures

SVP (through the City) participates in significant joint ventures: Northern California Power Agency (NCPA), Transmission Agency of Northern California (TANC), M-S-R Public Power Agency (MSR PPA), M-S-R Energy Authority (MSR EA).

The separately issued financial statements of these joint ventures (as noted below) are available on request.

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

	Date of latest audited financial statement	Joint venture's address
NCPA	6/30/2020	651 Commerce Dr. Roseville, CA 95678
TANC	6/30/2020	P.O. Box 15129 Sacramento, CA 95851
MSR EA	12/31/2020	P.O. Box 4060 Modesto, CA 95352
MSR PPA	12/31/2020	P.O. Box 4060 Modesto, CA 95352

As described in paragraph (D) below, the carrying value of SVP's investment in MSR PPA is \$0. SVP's financial statements as of June 30, 2021 and 2020 reflect the following investments in joint ventures:

	June 30, 2021		June 30, 2020		Method of accounting
	Participating percentage	Investment	Participating percentage	Investment	
NCPA					
Geothermal	44.39%	\$37,566,136	44.39%	\$37,596,057	Equity
Hydroelectric	37.02%		37.02%		
Combustion Turbine	41.67%		41.67%		
Lodi Energy Center	25.75%		25.75%		
TANC	9.74%	5,106,945	9.85%	3,398,653	Equity
MSR EA	33.40%	-	33.40%	-	Suspended
MSR PPA	35.00%	-	35.00%	-	Suspended
Total		<u>\$42,673,081</u>		<u>\$40,994,710</u>	

B. Northern California Power Agency (NCPA)

NCPA was formed in 1968 as a joint powers agency in the State of California. Its membership consists of sixteen public agencies. NCPA is generally empowered to sell, purchase, generate, transmit, manage electrical energy and provide regulatory and legislative advocacy. Members participate in the projects of NCPA on an elective basis. Therefore, the participation percentage varies for each project in which it participates.

A Commission comprised of one representative from each joint venture member governs NCPA. The Commission is responsible for the general management of the affairs, property, and business of NCPA. Under the direction of the General Manager, the staff of NCPA is responsible for providing various administrative, operating and planning services for NCPA and its associated power corporations.

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

Project Financing and Construction

NCPA's project construction and development programs have been individually financed by project revenue bonds collateralized by NCPA's assignment of all payments, revenues and proceeds associated with its interest in each project. Each project participant has agreed to pay its proportionate share of debt service and other costs of the related project, notwithstanding the suspension, interruption, interference, reduction or curtailment of output from the project for any reason. Certain of the revenue bonds are additionally supported by municipal bond insurance credit enhancements.

Hydroelectric Project

NCPA contracted to finance, manage, construct, and operate Hydroelectric Project Number One for the licensed owner, Calaveras County Water District (CCWD). In exchange, NCPA has the right to the electric output of the project for 50 years from February 1982. NCPA also has an option to purchase power from the project in excess of the CCWD's requirements for the subsequent 50 years, subject to regulatory approval.

Geothermal Project

The NCPA Geothermal Plants have historically experienced greater than anticipated declines in steam production from the existing geothermal wells. Although initially operated as baseload generation projects at full capability (238MW), NCPA changed its steam field production from baseload to load-following and reduced average annual steam production. Along with other steam field operators in the area, the Agency began implementing various operating strategies to further reduce the rate of decline in steam production. The Agency has modified both steam turbine units and the associated steam collection system to enable generation with lower pressure steam at higher mass-flow rates to optimize the utilization of the available steam resource. In FY 19-20, NCPA began a well-workover program to restore underperforming wells.

Based upon current operation protocols and forecasted operations, NCPA expects average annual generation and peak capacity to decrease further, reaching approximately 68 MW by the year 2040.

Combustion Turbine Project No. 1

NCPA owns five dual (natural gas and fuel oil) combustion turbine units, each of which is nominally rated at 25 MW, which are collectively known as the Combustion Turbine Project No. 1. These units were completed in 1986 and are designed to provide peak power and reserve requirements and emergency support. Each purchaser is responsible under its power sales

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

contract for paying entitlement share in Combustion Turbine Project No. 1 of all NCPA's costs of such project.

Lodi Energy Center

On May 24, 2010, SVP entered into an agreement with NCPA for a 25.75% interest in the Lodi Energy Center, a 280 MW combined cycle natural gas fired power plant, located in Lodi, California. The project received approval from the California Energy Commission in April 2010 and was placed into operation in November 2012. In January 2020, the Lodi Energy Center suffered a catastrophic turbine failure. NCPA replaced the turbine with a newer state-of-the-art turbine which could use hydrogen as a cleaner fuel source. The majority of the replacement cost was covered by NCPA's insurance resulting in relatively minimal financial impact to project participants.

C. Transmission Agency of Northern California (TANC)

TANC was organized under the California Government Code pursuant to a joint powers agreement entered into by 15 Northern California utilities. The purpose of TANC is to provide electric transmission and other facilities for the use of its members through its authority to plan, acquire, construct, finance, operate and maintain facilities for electric power transmission. The joint powers agreement provides that the costs of TANC's activities can be financed or recovered through assessment of its members or from user charges through transmission contracts with its members. Each TANC member has agreed to pay a pro-rata share of the costs to operate TANC and for payment of debt service, and has the right to participate in future project agreements.

The joint powers agreement remains in effect until all debt obligations and interest thereon have been paid, unless otherwise extended by the members.

California-Oregon Transmission Project

TANC is a participant and also the Project Manager of the California-Oregon Transmission Project (Project), a 340 mile long, 500 kilovolt alternating current transmission project between Southern Oregon and Central California. As Project Manager, TANC is responsible for the overall direction and coordination of all Project operations and maintenance, additions and betterments, and for general and administrative support.

The Project was declared commercially operable on March 24, 1993, with a rated transfer capability of 1,600 megawatts and provides a third transmission path between the electric systems of the Pacific Northwest and those in California. The Project has successfully met and completed all major environmental requirements. As of June 30, 2020, the most recent data

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

available, TANC's investment in the Project was \$541 million, less accumulated depreciation and amortization of \$283.8 million.

In connection with its participation in the Project, TANC has an entitlement balance of the Project's transfer capability of approximately 1,362 megawatts and is obligated to pay an average of approximately 80 percent of the operating costs associated with the Project. TANC incurred and initially capitalized all costs for project construction since they were expected to be recovered through reimbursement from Project participants and from the successful operations of the Project transmission lines. The Project agreement among the participating members provides that each member agrees to make payments, from its revenues, to TANC for project costs incurred and for payment of debt service.

SVP has historically been obligated to pay 20.47% of TANC's COTP operating and maintenance expenses and 20.70% of TANC's COTP debt service and 22.16% of the Vernon acquisition debt. SVP has also been entitled to 20.4745% of TANC's share of COTP transfer capability (approximately 278 MW net of third party layoffs of TANC) on an unconditional take-or-pay basis. Starting on July 1, 2014, SVP laid-off 147 MWs of this entitlement to other TANC members under a 25 year agreement. During the term of this agreement the parties taking on the entitlement will pay all associated debt service, operations and maintenance costs, and all administrative and general costs. SVP's portion of the operating and maintenance expenses and the COTP debt service is 10.004 %.

D. M-S-R Public Power Agency (MSR PPA)

MSR PPA is a joint power agency formed in 1980 by the Modesto Irrigation District, the City of Santa Clara, and the City of Redding, California, to develop or acquire and manage electric power resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR PPA. The member's income and expenses sharing ratio is as follows: Modesto Irrigation District – 50 percent, City of Santa Clara – 35 percent, and City of Redding – 15 percent.

SVP's equity in MSR PPA's net losses exceeds its investments and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2020, the date of the latest available audited financial statements, SVP's unrecognized share of member's deficit of MSR PPA was \$0.8 million. Under the joint exercise of power agreement, which formed MSR PPA, SVP is responsible for funding up to 35 percent of MSR PPA's operating cost, to the extent such funding is necessary. During the years ended June 30, 2021 and 2020, SVP made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in SVP's expenses.

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

MSR PPA’s principal activity is a 28.8% ownership interest in a 507-megawatt unit of a coal-fired electricity generating plant located in New Mexico (San Juan Plant). The San Juan plant was jointly owned by the Public Service Company of New Mexico (PNM) (38.5%), MSR PPA (28.8%) and other municipal power entities (32.7%). On December 31, 2017, MSR PPA divested its ownership interest in the San Juan plant and no longer receives electric energy or capacity from the San Juan Generating Station.

In 2006, MSR PPA entered into a Wholesale Purchase and Sale Agreement and a Shaping and Firming Agreement with Avangrid Renewables, Inc. to provide renewable wind energy to the Members from the Big Horn I Wind Energy Project (Big Horn I Project) with a nominal installed capacity of approximately 199.5 MW. SVP receives the power purchased by MSR PPA from the Big Horn I Project. SVP’s share equates to approximately a 105 MW share of the output at a cost comparable to combined cycle gas-fuel generation. Power deliveries commenced on October 1, 2006 and will continue through September 30, 2026. Through an amendment of the original agreements MSR PPA has an obligation to continue to take the same output through September 30, 2031, or if the Big Horn Project is repowered MSR PPA will have a right of first offer to negotiate a long-term power purchase for such repowered project. The participation in this project is as follows:

Modesto Irrigation District	12.5%
City of Santa Clara	52.5%
City of Redding	35.0%

In 2009, MSR PPA entered into a Power Purchase Agreement and Redelivery Agreement with Avangrid Renewables Inc. to purchase additional wind power energy from the same site, called Big Horn II, with a nominal installed capacity of 50 MW for a twenty-year period. Deliveries of energy under this project began on November 1, 2010. The participation in this project is as follows: Modesto Irrigation District – 65%; City of Santa Clara – 35%.

MSR PPA San Juan

In 2015, the MSR PPA Commission approved a number of agreements (the “San Juan Restructuring Agreements”) to provide for the interests of MSR PPA and certain other San Juan Participants (the “exiting participants”) in the San Juan Generation Station to be transferred to the remaining San Juan Participants effective December 31, 2017. In addition to the ownership divestiture, the San Juan Restructuring Agreements provide for, among other things, the allocation of ongoing responsibility for decommissioning costs, mine reclamation costs and any environmental remediation obligations among the exiting participants and the remaining San Juan Participants, and the establishment and funding of mine reclamation and plant decommissioning trust funds. The San Juan Restructuring Agreements were subsequently

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

executed by all nine San Juan Generation Station owners and PNM Resources Development Company (a non-utility affiliate of PNM) and, following receipt of regulatory approvals, became effective on January 31, 2016. Various other implementing agreements and amendments to existing San Juan project agreements to effect the restructuring have also been executed. Closing of the ownership restructuring of the San Juan Generation Station and the divestiture of M-S-R PPA's interests in San Juan Unit No. 4 was completed on schedule on December 31, 2017.

E. M-S-R Energy Authority (MSR EA)

MSR EA is a joint power agency formed in 2008 by the Modesto Irrigation District, the City of Santa Clara, and the City of Redding, California, to develop or acquire and manage natural gas resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR EA. Each member's income and expense sharing ratio is as follows: Modesto Irrigation District – 33.3%; City of Santa Clara – 33.4%; and City of Redding – 33.3%.

SVP's equity in MSR EA's net losses exceeds its investment and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2020, the date of the latest available audited financial statements, SVP's unrecognized share of member's deficit of MSR EA was \$27.2 million. Under the joint exercise of power agreement, which formed MSR EA, SVP is responsible for funding up to 33.4% of MSR EA's operating cost, to the extent such funding is necessary. During the years ended June 30, 2021 and 2020, SVP made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in SVP's expenses.

In 2009, the City of Santa Clara, along with the Cities of Modesto and Redding participated in the M-S-R Energy Authority Gas Prepay Project. The Gas Prepay Project provides the City, through a Gas Supply Agreement with MSR EA dated September 10, 2009, a secure and long-term supply of natural gas of 7,500 MM Btu (Million British thermal unit) daily or 2,730,500 MM Btu annually through December 31, 2012, and 12,500 MM Btu daily, or 4,562,500 MM Btu annually thereafter until September 30, 2039. The agreement provides this supply at a discounted price below the spot market price (the Pacific Gas & Electric City gate index) over the next 30 years. As of December 31, 2020, bonds issued by MSR EA to finance the City's share of the Gas Prepay Project were outstanding in the principal amount of \$500,200,000. These bonds were initially sold on August 27, 2009. Under the Gas Supply Agreement, MSR EA will bill the City for actual quantities of natural gas delivered each month on a "take-and-pay" basis. MSR EA has contracted with Citigroup Energy, Inc. ("CEI") to use the proceeds of the Gas Prepay bond issue to prepay CEI for natural gas. CEI has guaranteed repayment of the bonds, and responsibility for bond repayment is non-recourse to the City. Moreover, any default by the other Gas Prepay Project participants is also non-recourse to the City.

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

F. Contingent Liability

Under the terms of the various joint venture agreements, SVP is contingently liable for a portion of the long-term debt of the entities under take-or-pay agreements, letters of credit, guarantees or other similar agreements.

Based on the most recent audited financial statements of the individual joint ventures, SVP was contingently liable for long-term debt as of June 30, 2020 as follows:

Agreements	Total Debt (Principal)	Silicon Valley Power's Debt Share	Silicon Valley Power's Contingent Liability
NCPA 06/30/20	\$ 641,045,690	32.94%	\$ 211,166,596
TANC 06/30/20	171,990,000	9.65%	16,599,047
MSR PPA 12/31/20	51,595,000	35.00%	18,058,250
TOTAL	<u>\$ 864,630,690</u>		<u>\$ 245,823,893</u>

In addition, SVP would be, under certain conditions, liable to pay a portion of costs associated with the operations of the entities. Under certain circumstances, such as default or bankruptcy of the other participants, SVP may also be liable to pay a portion of the debt of these joint ventures on behalf of those participants and seek reimbursement from those participants.

Take-or-Pay commitments expire upon final maturity of outstanding debt for each project. Final fiscal year debt expirations as of June 30, 2020 are as follows:

Project	Debt Expiration	Entitlement Share %	Debt Service Share %
NCPA - Geothermal Project (NGP)	July-2024	44.3905%	44.3905%
NCPA - Hydroelectric Project (NHP)	July-2032	37.0200%	37.0200%
NCPA - Lodi Energy Center (NLEC)**	June-2040	25.7500%	30.9657%
TANC - CA-OR Transmission Project (COTP)	May-2024	9.7386%	9.6512%
MSR PPA -San Juan Plant	July-2022	35.0000%	35.0000%

** The SVP's debt service share in NLEC on issue one is 46.1588%, on issue two is 0%.

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NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)

A summary of SVP’s “Take-or-Pay” contracts and related projects and its contingent liability for the debt service including principal and interest payments at June 30, 2020 is as follows:

Fiscal Year	NGP	NHP	NLEC	COTP	MSR PPA	Total
2021	\$ 2,195,431	\$ 12,827,022	\$ 7,568,602	\$ 1,003,914	\$ 9,712,500	\$ 33,307,469
2022	2,197,534	12,858,730	7,566,771	1,003,698	9,711,100	33,337,833
2023	2,198,863	12,870,163	7,567,678	1,008,307		23,645,011
2024	1,541,819	14,375,558	7,565,130	1,348,027	-	24,830,534
2025	1,545,765	14,399,154	7,565,513	1,465,120	-	24,975,552
2026-2030	-	39,531,862	38,473,227	7,324,272	-	85,329,361
2031-2035	-	25,115,772	38,621,389	7,324,708	-	71,061,869
2036-2040	-	-	38,616,265	5,859,927	-	44,476,192
2041	-	-	7,080,593	-	-	7,080,593
Total	\$ 9,679,412	\$ 131,978,261	\$ 160,625,168	\$ 26,337,973	\$ 19,423,600	\$ 348,044,414

NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan’s fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

A. General Information about the Pension Plan

Plan Descriptions

All qualified regular and probationary employees are required to participate in the City’s Miscellaneous Agent Multiple-Employer defined benefit plan administered by the California Public Employees’ Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues a publicly available report that include a full description of the pension plan regarding benefit provisions, assumptions and membership information and can be found on the CalPERS website.

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NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees or beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The pre-retirement death benefit is the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The Plan’s provisions and benefits in effect at June 30, 2021, are summarized as follows:

	Miscellaneous	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	52 - 67
Monthly benefits, as a % of eligible compensation	2.00 - 2.70%	1.00 - 2.50%
Required employee contribution rates	8.00%	6.50%
Required employer contribution rates	11.425%	11.425%
Required unfunded liability contribution	\$6,953,033	

Contributions

Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. SVP is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

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For the years ended June 30, 2021 and 2020

NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

The contributions to the Plan were as follows:

	Miscellaneous	
	June 30, 2021	June 30, 2020
Contributions - employer	\$10,027,454	\$9,365,958

B. Net Pension Liability, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

SVP reported a net pension liability for its proportionate share of the net pension liability of the Plan as follows:

	Proportionate Share of Net Pension Liability	
	June 30, 2021	June 30, 2020
Miscellaneous \$	98,396,395	\$ 92,007,139

SVP’s net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2020, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. SVP’s proportion of the net pension liability was based on a projection of SVP’s long-term share of contributions to the pension plan relative to the projected contributions of all funds of the City. SVP’s proportionate share of the net pension liability for the Plan as of June 30, 2019 and 2020 was 32.31%.

For the years ended June 30, 2021 and 2020, SVP recognized pension expense of \$13,041,275 and \$8,823,876 respectively. At June 30, 2021 and 2020, SVP reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Miscellaneous Plan:

June 30, 2021	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 10,027,454	\$ -
Differences between expected and actual experience	-	(148,855)
Changes in assumptions	3,879,098	-
Net differences between projected and actual earnings on plan investments	1,044,841	-
Total	<u>\$ 14,951,393</u>	<u>\$ (148,855)</u>

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NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

<u>June 30, 2020</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 9,365,958	\$ -
Differences between expected and actual experience	-	(645,033)
Changes in assumptions	3,458,765	-
Net differences between projected and actual earnings on plan investments	<u>-</u>	<u>(1,027,344)</u>
Total	<u>\$ 12,824,723</u>	<u>\$ (1,672,377)</u>

\$10,027,454 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2021 measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Measurement Period Ended June 30</u>	<u>Annual Amortization</u>
2022	\$ 1,330,268
2023	1,613,389
2024	1,192,933
2025	638,496

C. Actuarial Assumptions

For the measurement period ended June 30, 2020, the total pension liability was determined by rolling forward the June 30, 2019 total pension liability. The June 30, 2019 total pension liability was based on the following actuarial methods and assumptions:

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NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

	Miscellaneous
Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method
 Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increase	Varies by Entry-Age and Service
Investment Rate of Return	7.15% ⁽¹⁾
Post Retirement Benefit Increase	The lesser of Contract COLA or 2% until Purchasing Power Protection applies, 2.5% thereafter
Mortality ⁽²⁾	Derived using CalPERS' Membership Data for all Funds

⁽¹⁾ Net of pension plan investment and administrative expenses; including inflation.

⁽²⁾ The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS' December 2017 experience study report available on CalPERS' website.

The underlying mortality assumptions and all other actual assumptions used in the June 30, 2019 valuation were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate

The discount rate used to measure the total pension liability for the Plan was 7.15%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at the current employer contribution rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members for all plans in the PERF. Therefore, the long-term expected rate of

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NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

return on plan investments was applied to all period of projected benefit payments to determine the total pension liability for the Plan.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds’ assets classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The table below reflects the long-term expected real rate of return by asset class.

Asset Class ^(a)	Current Target Allocation	Real Return Years 1 - 10 ^(b)	Real Return Years 11+ ^(c)
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	-	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	-	-0.92%
Total	<u>100%</u>		

(a) In the CalPERS Annual Comprehensive Financial Report, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(b) An expected inflation of 2.0% used for this period.

(c) An expected inflation of 2.92% used for this period.

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NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents SVP’s proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what SVP’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous	
	June 30, 2021	June 30, 2020
1% Decrease	6.15%	6.15%
Net Pension Liability	\$ 130,318,500	\$ 122,704,296
Current Discount Rate	7.15%	7.15%
Net Pension Liability	\$ 98,396,395	\$ 92,007,139
1% Increase	8.15%	8.15%
Net Pension Liability	\$ 71,794,130	\$ 66,429,843

Pension Plan Fiduciary Net Position

Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

D. Reduction of CalPERS Discount Rate

In July 2021, CalPERS reported a preliminary 21.3% net return on investments for the 12-month period that ended June 30, 2021. Under the Funding Risk Mitigation Policy, approved by the CalPERS Board of Administration in 2015, the 21.3% net return will trigger a reduction in the discount rate used to calculate employer and Public Employees' Pension Reform Act (PEPRA) member contributions. The Funding Risk Mitigation Policy seeks to reduce CalPERS funding risk over time, in which CalPERS investment performance that significantly outperforms the discount rate will trigger adjustments to the discount rate, expected investment return, and strategic asset allocation targets. This is the first time it has been triggered. The discount rate, or assumed rate of return, will drop to 6.8%, from its current level of 7%.

Based on these preliminary fiscal year returns, the CalPERS has announced the funded status of the overall Public Employees Retirement Fund (PERF) is an estimated 82%. This estimate is based on a 7% discount rate. Under the new 6.8% discount rate, however, CalPERS indicated the

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NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)

funded status of the overall PERF drops to 80%. This is because existing assets are assumed to grow at a slightly slower rate annually into the future. As intended under the Funding Risk Mitigation Policy, the lower discount rate increases the likelihood that CalPERS can reach its target over the longer term. The CalPERS Board of Administration will continue to review the discount rate through its Asset Liability Management process during the rest of the calendar year.

CalPERS' final fiscal year 2021 investment performance will be calculated based on audited figures and will be reflected in contribution levels for contracting cities, counties, and special districts in fiscal year 2024.

NOTE 8 – OTHER POST EMPLOYMENT BENEFITS

A. Plan Description

The City's agent multiple-employer defined benefit Other Post Employment Benefit (OPEB) Plan, which was established by City Council in fiscal year 2007-08 in accordance with GAAP, provides reimbursements to retirees for qualified expenses. Employees who have retired from the City with at least ten years of service and meet certain criterion based upon retirement date, household income in the most recent calendar year and age are entitled to reimbursements for qualified expenses. Annual maximum reimbursement amounts differ depending on when an employee retired from City service. The majority of retirees may be eligible for a maximum of \$4,524 in annual reimbursements. Amendments to benefit provisions are negotiated by the various bargaining units at the City and must be approved by Council. In fiscal year 2007-08, the City established an irrevocable exclusive agent multiple-employer defined benefit trust which is administered by Public Agency Retirement Services (PARS). The City is the Plan administrator, and PARS administers the investment trust for the City's Plan. The trust is used to accumulate and invest assets necessary to reimburse retirees. Separate financial reports are issued by PARS for the OPEB Plan Trust. The report can be obtained by writing to PARS at 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660, or by calling 1-800-540-6369.

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB plan and additions to and deduction from the OPEB's fiduciary net position have been determined on the same bases. For this purpose OPEB benefit payments are recognized when currently due and payable in accordance with the benefits terms. Investments are report at fair value.

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NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)

Generally accepted accounting principles require that the reporting results must pertain to liability and asset information within certain defined timeframes. For the fiscal year 2020-21 the following time frames were used.

Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021
Actuarial valuation date ⁽¹⁾	June 30, 2020

(1) Update procedures were used to roll forward the Total OPEB Liability from the valuation date to the measurement date.

B. Contributions

The OPEB Plan trust annual contributions are based upon actuarial determine contributions. The contribution requirements are established and may be amended by the City Council. Plan members do not make contributions to the plan; the plan is funded entirely by employer contributions. For the fiscal year ending June 30, 2021, SVP contributed \$511 thousand.

C. Actuarial Assumptions

The June 30, 2021 total OPEB liability was based on the following actuarial methods and assumptions:

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NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)

Actuarial Assumptions Used in Total OPEB Liability

<u>Actuarial Assumption</u>	<u>June 30, 2021 Measurement Date</u>
Actuarial valuation date	June 30, 2020
Discount rate	4.75% at June 30, 2021
	Crossover analysis showed benefit payments always fully funded by plan assets
Inflation	2.75%
Salary increases	Aggregate 3%
Investment rate of return	5.25% at June 30, 2020
Funding policy	Full pre-funding to PARS trust PARS portfolio: Moderately Conservative
Mortality, Disability, Termination, and Retirement	CalPERS 1997-2015 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2020
Healthcare cost trend rates	Non-Medicare - 7% for 2022 scaling down to 4.0% for year 2076 Medicare(Non-Kaiser)- 6.1% for 2022 scaling down to 4.0% for year 2076 Medicare(Kaiser)- 5% for 2022 scaling down to 4.0% for year 2076
Healthcare participation for future retirees - Cash subsidy	Currently covered: 80% Waived: 40%
Healthcare participation for future retirees - PEMHCA implied subsidy	Currently covered: 80% Waived: 25%

D. Net OPEB Liability, OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB

SVP's net OPEB liability for the Plan is measured as the proportionate share of the City's net OPEB liability as of June 30, 2021, and the total OPEB liability for the Plan used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2020, rolled forward to June 30, 2021 using standard actuarial methods, based on actuarial methods and assumptions. SVP's proportion of the net OPEB liability was based on a projection of SVP's long-term share of contributions to the OPEB plan relative to the projected contributions of all funds of the City. SVP's proportionate share of the net OPEB liability for the Plan as of June 30, 2020 and 2021 was 32.31%.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)

For the year ended June 30, 2021, SVP reported a net OPEB liability of \$11,861 thousand and recognized OPEB expense of \$511 thousand. At June 30, 2021, SVP reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources (in thousands):

June 30, 2021	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 464	\$ 973
Differences between expected and actual experience	-	363
Net differences between projected and actual earnings on OPEB plan investments	-	476
Total	\$ 464	\$ 1,812

June 30, 2020	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ -	\$ 1,278
Differences between expected and actual experience	-	360
Net differences between projected and actual earnings on OPEB plan investments	-	73
Total	\$ -	\$ 1,711

Other amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Measurement Period Ended June 30	Annual Amortization (in thousands)
2022	\$ (436)
2023	(458)
2024	(435)
2025	(111)
2026	71
Thereafter	21

E. Discount Rate

The discount rate used to measure the total OPEB liability was 4.75% as of June 30, 2021. The projection of cash flows used to determine the discount rate assumed that City contributions will

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)

be made at rate equal to the actuarially determined contributions rates. Based on those assumptions, the OPEB plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Mutual Funds - Equity	29%	4.57%
Mutual Funds - Fixed Income	65%	0.72%
REITS	1%	3.96%
Cash and equivalent	5%	0.06%
	<u>100%</u>	
Expected Inflation		2.75%
Discount Rate		4.75%

F. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following table presents the net OPEB liability of the Plan as of June 30, 2021 calculated using the discount rate of 4.75%, as well as what the plan’s net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate.

	<u>June 30, 2021 (In Thousands)</u>	<u>June 30, 2020 (In Thousands)</u>
1% Decrease	3.75%	4.25%
Net OPEB Liability	\$ 14,655	\$ 14,619
Current Discount Rate	4.75%	5.25%
Net OPEB Liability	\$ 11,861	\$ 12,077
1% Increase	5.75%	6.25%
Net OPEB Liability	\$ 9,564	\$ 9,978

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)

G. Sensitivity of the Net OPEB Liability to Healthcare Cost Trend Rates

The following table presents the net OPEB liability of the City, as of June 30, as well as what the City’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% point lower or 1% point higher than the current rate.

	June 30, 2021 (In Thousands)	June 30, 2020 (In Thousands)
1% Decrease	6% Non-Medicare 4% Medicare decreasing to 3.0%	6.5% Non-Medicare 5.5% Medicare decreasing to 3.0%
Net OPEB Liability	\$9,133	\$9,401
Current Rate	7% Non-Medicare 5% Medicare decreasing to 4.0%	7.5% Non-Medicare 6.5% Medicare decreasing to 4.0%
Net OPEB Liability	\$11,861	\$12,077
1% Increase	8% Non-Medicare 6% Medicare decreasing to 5.0%	8.5% Non-Medicare 7.5% Medicare decreasing to 5.0%
Net OPEB Liability	\$15,255	\$15,335

NOTE 9 – WHOLESALE ACTIVITIES

A. Long-term Power Purchase Contracts

SVP purchases wholesale electric power from various participants of the Western Systems Power Pool (WSPP), NCPA, MSR Public Power Agency (Note 6), Western Area Power Administration, and other sources to supply the power requirements of Silicon Valley Power’s electric utility customers under long-term power purchase agreements (PPAs). SVP actively manages the financial risks inherent in these PPAs, including the risks arising from the changing spot market prices that move above and below the contract prices and from contract disputes that may arise from time to time. The cost of power under PPAs is included in materials, services and supplies expense and excluded from wholesale resources purchases.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 9 – WHOLESALE ACTIVITIES (continued)

B. Restructuring of the California Electric Industry

Deregulation Legislation

The passage of AB1890 in 1998 triggered fundamental changes in the structure of the electric industry in California. Generally, AB1890 provided for creation of the California Power Exchange (Cal PX), which was to be a clearinghouse for energy transactions among investor-owned utilities, independent generators and power marketers, who in turn would serve so called direct-access customers. AB1890 also created the California Independent System Operator (CAISO), which was to manage the state’s bulk transmission grid.

However, in 2000 and 2001, the price of electricity at the Cal PX became extremely high, and investor-owned utilities were unable to pay for the energy that they needed from the Cal PX. Eventually the Cal PX filed for bankruptcy and was dismantled. Investor-owned utility PG&E and several energy marketers would also file for bankruptcy and over a decade of litigation ensued.

The CAISO, however, continues to manage the state’s bulk electric system and the day-ahead and day-of markets, and it has implemented various price controls and tariffs in an effort to avoid repeating the mistakes of 2000 and 2001. Along with balancing control area responsibility, the CAISO has also announced that it will take on the role of reliability coordinator for the region.

Energy Wholesale Trading and Risk Management

SVP participates in the wholesale gas and power market and the CAISO’s centralized market. Since CAISO’s Market Redesign and Technology Upgrade (MRTU), CAISO has become the ultimate buyer and seller in the California day ahead market. Therefore, SVP engages in the trading of commodity forward contracts (gas and electric energy contracts) to secure fuel supply and hedge daily power purchase/sales from/to CAISO. Activities during the fiscal year were substantially considered hedging transactions and, as such, have been accounted for using the settlement method of accounting. Accordingly, related gross purchases and sales totaling \$22.3 million and \$12.2 million, respectively, for fiscal year ended June 30, 2021, have been separately reported on the statement of revenues, expenses and changes in net position.

The restructured electric wholesale market exposes SVP to various risks including market, credit and operational risks. Active and effective management of these risks associated with the power trading activity is critical to its continued success and contribution to the entire utility. A Risk Management Committee administers and monitors compliance with the Council approved risk policies and the related procedures on a regular basis. The City and SVP believe that it has the resource commitment, effective policies and procedures, and is continuing to improve the control

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 9 – WHOLESALE ACTIVITIES (continued)

structure and oversight for evaluating and managing the market and credit risks to which it is exposed.

Credit Arrangements

SVP has risk policies, regulations, and procedures that help mitigate credit risk and minimize overall credit risk exposure. The policies include transacting only with investment grade counterparties, evaluating of potential counterparties’ financial condition and assigning credit limits as applicable. These credit limits are established based on risk and return considerations under terms customarily available in the industry. For counterparties below investment grade or lack of solid financial records, SVP requires collateral in the form of parental guarantee, surety bonds, letter of credit, or cash prepayment. Additionally, The City is a signatory to the WSPP netting agreement supplement and otherwise, enters into master netting arrangements whenever possible and, where appropriate, obtains collateral prior to trade execution. Master netting agreements incorporate rights of setoff that provide for the net settlement of subject contracts with the same counterparty in the event of default.

NOTE 10 – MAJOR SUPPLIERS

SVP purchases wholesale electric energy through its participation in the NCPA and M-S-R Public Power Agency joint powers agencies, from the Western Area Power Administration, from the market via the California Independent System Operator (CAISO), and from other sources to supply its retail electric utility customers. Additionally, SVP purchases transmission services through its participation in the TANC and from the CAISO.

The purchases of energy and transmission services that represent 5% or more of the total purchased power costs are shown in the table below:

Supplier	Power Purchased	% of the Total Purchased Power
NCPA	\$ 144,093,108	44.93%
M-S-R Public Power Agency	36,060,714	11.24%
Tri-Dam Project	22,658,953	7.06%

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Commitments and contingencies, undeterminable in amount, include normal recurring pending claims and litigation. In the opinion of management, based upon discussion with legal counsel, there is no pending litigation, which is likely to have a material adverse effect on the financial position of the fund.

SVP has future commitments under construction projects as stated in Construction in Progress in Notes to Financial Statements 4B.

NOTE 12 – NET POSITION AND STABILIZATION AGREEMENTS

A. Net Position

Net Position is the excess of all SVP's assets and deferred outflow of resources over all its liabilities and deferred inflow of resources. Net Position is divided into three categories that are described below:

Net investment in capital assets describes the portion of Net Position which is represented by the current net book value of SVP's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted for other agreements describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which SVP cannot unilaterally alter.

Unrestricted describes the portion of Net Position which is not restricted as to use.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)
NOTES TO FINANCIAL STATEMENTS**

For the years ended June 30, 2021 and 2020

NOTE 12 – NET POSITION AND STABILIZATION AGREEMENTS (continued)

SVP reported net position at June 30 as follows:

	2021	2020
Net investment in capital assets:	\$ 463,692,179	\$ 435,090,349
Restricted:		
Pension benefits	6,808,996	5,165,892
Unrestricted:		
Capital projects	125,362,902	132,340,181
Rate stabilization	157,736,368	123,947,182
Operations	161,814,522	144,348,977
Total Unrestricted	444,913,792	400,636,340
Total Net Position	\$ 915,414,967	\$ 840,892,581

B. Stabilization Agreements

Rate Stabilization Fund

In 1996, SVP established the Rate Stabilization Fund and Cost Reduction Fund to assure that the rates were set properly with sufficient operating cash as well as cost reduction and financial stability of the Electric Utility. In December 2010, Council approved to transfer the Cost Reduction Fund as a subaccount to the Rate Stabilization Fund and continued to be used to offset Electric Utility costs in essentially the same manner. As of June 30, 2021, the balance of the Rate Stabilization Fund was \$157,736,368.

Pension Stabilization Fund

In fiscal year 2016-17, the City established an irrevocable pension trust as a way to address unfunded pension liabilities. As part of the year-end process for 2016-17, City Council approved SVP to designate and make an initial deposit of \$3.5 million in fiscal year 2018 toward prefunding pension obligations. As of June 30, 2021, the balance of the Pension Stabilization Fund was \$6,808,996.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND
(SILICON VALLEY POWER)**

REQUIRED SUPPLEMENTARY INFORMATION

This part of the City of Santa Clara Electric Utility Enterprise Fund Financial Statements provides detailed information to better understand the data presented within the financial statements and note disclosures.

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY AND RELATED RATIOS

Discloses the proportionate share of the net pension liability and related ratios, including the proportionate share of fiduciary net position as a percentage of the total pension liability, and proportionate share of the net pension liability as a percentage of covered payroll.

SCHEDULE OF CONTRIBUTIONS – PENSION PLAN

Contains information of the employer’s contractually required contribution rates, contributions to the pension plan and related ratios.

SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY AND RELATED RATIOS

Discloses the proportionate share of the net OPEB liability and related ratios, including proportionate share of fiduciary net position as a percentage of the total OPEB liability, and the proportionate share of the net OPEB liability as a percentage of covered employee payroll.

SCHEDULE OF PLAN CONTRIBUTIONS - OPEB PLAN

Contains information of the employer’s contractually required contribution rates, contributions to the OPEB Plan and related ratios.

**Schedule of Proportionate Share of the Net Pension Liability
City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,
a Cost-Sharing Defined Benefit Pension Plan
Last Ten Fiscal Years for the Measurement Periods Ended June 30⁽¹⁾**

Measurement Date	June 30, 2020	June 30, 2019	June 30, 2018
Plan's Proportion of the Net Position Liability/(Asset)	32.31%	32.31%	34.97%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	\$ 98,396,395	\$ 92,007,139	\$ 94,238,259
Plan's Covered Payroll	\$ 28,888,674	\$ 26,452,951	\$ 26,407,732
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of it's Covered Payroll	340.61%	347.81%	356.86%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	61.90%	62.72%	62.97%

Notes to Schedule:

⁽¹⁾ Fiscal year 2014-15 was the first year of implementation.

**Schedule of Proportionate Share of the Net Pension Liability
City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,
a Cost-Sharing Defined Benefit Pension Plan
Last Ten Fiscal Years for the Measurement Periods Ended June 30**

<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>June 30, 2015</u>	<u>June 30, 2014</u>
34.97%	34.97%	34.97%	34.97%
\$ 92,735,319	\$ 84,615,916	\$ 74,516,387	\$ 69,068,338
\$ 24,928,548	\$ 21,661,244	\$ 20,300,577	\$ 20,289,905
372.00%	390.63%	367.07%	340.41%
62.02%	62.18%	65.57%	67.42%

Schedule of Contributions
City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,
a Cost-Sharing Defined Benefit Pension Plan
Last Ten Fiscal Years⁽¹⁾

	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>
Actuarially determined contribution	\$ 10,027,454	\$ 9,365,958	\$ 8,258,503
actuarially			
determined contributions	<u>(10,027,454)</u>	<u>(9,365,958)</u>	<u>(8,258,503)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 28,859,863	\$ 28,818,319	\$ 28,630,755
Contributions as a percentage of			
covered payroll	34.75%	32.50%	28.84%
Notes to Schedule			
Valuation date	6/30/2018	6/30/2017	6/30/2016

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	26 years as of valuation date
Asset valuation method	5-year smoothed market
Inflation	2.75% for 2015 to 2019, and 2.625% for 2020 and 2.50% for 2021
Salary increases	Varies by Entry Age and Service
Investment rate of return	7.5% for 2015 to 2018, 7.375% for 2019, 7.25% for 2020, and 7% for 2021, net of pension plan investment expense, including inflation
Retirement age	The probabilities of Retirement are based on the CalPERS Experience Study
Mortality	The probabilities of mortality are based on CalPERS Experience Study. Pre-retirement and post-retirement mortality rates include 20 years of projected mortality improvement using Scale AA published by the Society of Actuaries for 2015 to 2018. For 2019,2020, and 2021, pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

⁽¹⁾ Fiscal year 2014-15 was the 1st year of implementation.

Schedule of Contributions
City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,
a Cost-Sharing Defined Benefit Pension Plan
Last Ten Fiscal Years

<u>June 30, 2018</u>	<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>June 30, 2015</u>
\$ 8,832,105	\$ 7,558,410	\$ 6,484,674	\$ 5,335,643
<u>(8,832,105)</u>	<u>(7,558,410)</u>	<u>(6,484,674)</u>	<u>(5,335,643)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 26,407,732	\$ 24,928,548	\$ 21,661,244	\$ 20,300,577
33.45%	30.32%	29.94%	26.28%
6/30/2015	6/30/2014	6/30/2013	6/30/2012

Schedule of Proportionate Share of the Net OPEB Liability and Related Ratios
City of Santa Clara Electric Utility Enterprise Fund
OPEB Plan, A Cost-Sharing Defined Benefit Plan
Last Ten Fiscal Years Ended June 30⁽¹⁾

Measurement Date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018
Plan's Proportion of the Net Position Liability/(Asset)	32.31%	32.31%	34.97%	34.97%
Plan's Proportionate Share of the Net OPEB Liability/(Asset)	\$ 11,860,957	\$ 12,076,500	\$ 13,339,656	\$ 16,285,879
Plan's Covered-employee Payroll	\$ 52,857,221	\$ 53,127,656	\$ 52,963,135	\$ 47,313,294
Plan's Proportionate Share of the Net OPEB Liability/(Asset) as a Percentage of it's Covered-employee Payroll	22.44%	22.73%	25.19%	34.42%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total OPEB Liability	44.03%	40.11%	37.14%	28.90%

Notes to Schedule:

⁽¹⁾ Fiscal year 2017-18 was the first year of implementation.

Schedule of Proportionate Share of Contributions
City of Santa Clara Electric Utility Enterprise Fund
OPEB Plan, A Cost-Sharing Defined Benefit Plan
Last Ten Fiscal Years Ended June 30⁽¹⁾
(In Thousands)

	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Actuarially determined contribution	\$ 1,559	\$ 1,512	\$ 1,856	\$ 1,911
Contributions in relation to the actuarially determined contributions	(1,465)	(1,518)	(1,876)	(2,203)
Contribution deficiency (excess)	<u>\$ 94</u>	<u>\$ (6)</u>	<u>\$ (20)</u>	<u>\$ (292)</u>
Covered-employee payroll	\$ 52,857	\$ 53,128	\$ 52,963	\$ 47,313
Contributions as a percentage of covered-employee payroll	2.77%	2.86%	3.54%	4.66%

Notes to Schedule:

⁽¹⁾ Fiscal year 2017-18 was the first year of implementation.

Notes to Schedule of Employer Contribution (OPEB Plan)

<u>Methods and Assumptions for 2020-21 Actuarially Determine Contributions</u>	
Actuarial valuation date	June 30, 2018
Actuarial cost method	Entry Age Normal , Level Percentage of Payroll
Amortization method	Level percent of payroll
Unfunded liability amortization	30 years (closed period) for initial UAAL (18 Years remaining on June 30, 2021) 20 years (closed period) for implied subsidy on 06/30/2019 15 years (open period) for method, assumption, plan changes, and gains and losses Maximum 30-year combined period
Asset valuation method	Investment gains and losses spread over a 5-year rolling period. Not less that 80% nor greater than 120% of fair value
Discount rate	5.25%
General inflation	2.75%
Healthcare trend	Non-Medicare - 7.5% for 2020, decreasing to an ultimated rate of 4% in 2076 Medicare (non-Kaiser)- 6.1% for 2020, decreasing to an ultimated rate of 4% in 2076 Medicare (Kaiser)- 5% for 2020, decreasing to an ultimated rate of 4% in 2076
Mortality	CalPERS 1997-2015 Experience Study
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2018

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Agenda Report

21-1260

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Award of Purchase Orders with Grand Electric & Construction Company and True Blue Automation Services for Electrical Maintenance and Repair Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Department of Public Works (DPW), Facility Services Division (Facilities Division), oversees maintenance and repairs for approximately 1,200,000 square feet of buildings throughout the City including the Santa Clara Convention Center Complex Maintenance District #183 (MD #183). The Facilities Division is responsible for coordinating electrical repairs and minor electrical service modifications for client departments which includes items such as interior and exterior lighting, switches, equipment, and other miscellaneous items as needed.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Statement of Qualifications (SOQ) was conducted as the solicitation method for this procurement, with the award recommendation based on "best value". The factors considered in the evaluation were company and staff experience, project approach, and cost.

The City released a SOQ for Electrical Maintenance Services for MD #183 and As-Needed Electrical Repair Services Citywide including MD #183. The SOQ was published on Periscope Source (formerly BidSync), the City's e-procurement platform. A total of 38 companies viewed the SOQ, and two proposals were received from the following firms:

1. Grand Electric & Construction Company
2. True Blue Automation Services

Evaluation Process: The proposals were independently evaluated by a three-member evaluation team with representation from the Departments of Public Works and the Library. The proposals were evaluated and ranked against the criteria published in the SOQ, experience of firm and staff, project approach, and cost. Both firms were required to participate in oral interviews to introduce their key personnel and demonstrate how they would meet the City's requirements. The City also conducted a Best and Final Offer (BAFO) process to seek clarification and provide firms a final opportunity to revise their cost proposals in the light of any new information that was introduced during the oral presentations and the BAFO.

References for Grand Electric & Construction Company were checked with the County of Santa Clara and Jones Lang La Salle in Partnership with IBM. Both references were positive.

References for True Blue Automation Services were checked with the City of Santa Clara Water and Sewer Department and the County of Alameda. Both references were positive.

Based on receiving the highest overall score, staff recommends awarding a Purchase Order to True Blue Automation Services to provide electrical maintenance and repair services for MD #183 and as-needed electrical repair services citywide. Staff also recommends awarding a Purchase Order to Grand Electric & Construction Company to provide as-needed electrical repair services citywide, including as-needed electrical repair services at MD #183, based on receiving the second highest overall score. Two Purchase Orders will provide greater flexibility in assigning as-needed work based on their availability, capacity, and ongoing performance. Both firms demonstrated experience in providing electrical repair services and an excellent understanding of the City's requirements and expectations.

Summary of Purchase Order for True Blue Automation Services: Under the Purchase Order, True Blue Automation Services will provide electrical maintenance and repair services for MD #183 and as-needed electrical repair services citywide. Compensation will be paid on a time and materials basis and are fixed for the initial three-year term. Invoices shall be submitted monthly for all services performed and will be paid in arrears. After the initial term, price adjustments may be considered if the contractor demonstrates that a price increase is warranted. There are two option years to extend the term of the purchase order by one year.

Summary of Purchase Order for Grand Electric and Construction Company: Under the Purchase Order, Grand Electric and Construction Company will provide as-needed electrical repair services citywide, including as-needed electrical repair services at MD #183. Compensation will be paid on a time and materials basis and are fixed for the initial three-year term. Invoices shall be submitted monthly for all services performed and will be paid in arrears. After the initial term, price adjustments may be considered if the contractor demonstrates that a price increase is warranted. There are two option years to extend the term of the purchase order by one year.

Both Purchase Orders require that applicable prevailing wages will be paid.

ENVIRONMENTAL REVIEW

The action being considered is exempt for the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The amount to be paid to True Blue Automation Services, Inc. for the initial three-year term is not-to-exceed \$103,000 per year for a total of \$309,000. This estimate is based on the past 3 years of electrical maintenance and repair services at MD #183 and electrical repair services citywide. The fourth- and fifth-year option, if approved, will also be \$103,000 per year for a total not to exceed \$515,000.

The amount paid to Grand Electric for on-call as needed service for City Facilities is estimated at \$78,000 per year for 3 years for a total of \$234,000. This estimate is based on the past 3 years of electrical service citywide, including as-needed electrical repair services at MD #183. The fourth- and fifth-year option, if approved, will also be \$78,000 per year for a total not to exceed \$390,000.

Appropriations for the current year have been incorporated in each applicable department's 2021/22 annual budget including MD#183. Future year appropriations will be included as part of the annual budget development process.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute a Purchase Order with True Blue Automation Services for as-needed electrical maintenance and repair services Citywide including Maintenance District #183, and for an initial three-year term, with maximum compensation not-to-exceed \$309,000, subject to the appropriation of funds;
2. Authorize the City Manager to execute a Purchase Order with Grand Electric and Construction Company for as-needed electrical repair services Citywide including Maintenance District #183 for an initial three-year term, with maximum compensation not-to-exceed \$234,000 and subject to the appropriation of funds;
3. Authorize the City Manager to adjust maximum compensation during the initial three-year term if the demand for services exceeds the forecasted amount, subject to the appropriation of funds; and
4. Authorize the City Manager to exercise up to two one-year options to extend the term of both purchase orders, subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-1550

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Black & Veatch Management Consulting, LLC for Consulting Services for the Setting of Water, Sewer, and Recycled Water Rates Charged to Santa Clara Customers

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Rates charged to Santa Clara residents and businesses for water, sewer, and recycled water services are approved by the City Council on an annual basis. Every April, the Water & Sewer Utilities Department (Department) recommends to the City Council a suitable rate schedule that produces revenues adequate to provide high quality services, support capital improvements, and maintain adequate reserve balances.

The Department utilizes a consulting firm to prepare a rate study to assure proposed rates are fair and equitable and meet regulatory requirements. The firm is tasked with examining historical and current financial reports, forecasting cost items over the study period, reviewing capital improvement programs, performing cost of service analysis, and developing cash flow analysis.

The agreement with Black & Veatch Management Consulting, LLC that covered the last four years of rate studies termed out in September 2021.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal request for Statement of Qualifications (SOQ) was conducted for this procurement, with the award recommendation based on "best value." The factors considered in the award were experience of firm and project team, technical approach, and cost.

In August 2021, the City released a SOQ for the Utility Rate Study. The SOQ was published on Periscope S2G (formerly BidSync), the City's e-procurement system. A total of 47 companies viewed the SOQ, and four proposals were received from the following firms:

- Black & Veatch Management Consulting, LLC
- HF&H Consultants, LLC
- NewGen Strategies and Solutions, LLC
- Raftelis Financial Consultants, Inc.

The proposals were independently evaluated by a three-member evaluation team. The proposals were evaluated and ranked against the criteria published in the SOQ. Based on receiving the highest

overall score, staff recommends award of contract to Black & Veatch Management Consulting, LLC. The firm has demonstrated a solid project methodology and staffing plan to deliver quality analysis to support the City's rate setting process.

Under the proposed agreement with Black & Veatch, the total cost is \$184,975 to prepare a rate study annually for five fiscal years. The Department determined that the scope of the study would be limited to updating each previous year's rate study. In the event the City requires to fully analyze cost breakdowns and/or to prepare additional rate studies that may be required, staff is requesting authority to execute future amendments to the agreement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The agreement with Black & Veatch is for a not to exceed amount of \$184,975 over the next five (5) years. The cost will be absorbed in the Department's Asset Management Program capital improvement project.

COORDINATION

This report was coordinated with the Department of Finance and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute an agreement with Black & Veatch Management Consulting, LLC to prepare rate and fee study reports for the City's water, sewer, and recycled water rates for a five-year term starting January 1, 2022 and ending on December 31, 2026, with maximum compensation not-to-exceed \$184,975 and subject to the appropriation of funds; and
2. Authorize the City Manager to negotiate and execute amendments to the Agreement for additional related services that may be required, subject to the appropriation of funds.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with Black & Veatch Management Consulting, LLC

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BLACK & VEATCH MANAGEMENT CONSULTING, LLC**

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Black & Veatch Management Consulting, LLC, a Kansas limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on December 31, 2026.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. CONFLICT OF INTEREST (FORM 700)

In accordance with the California Political Reform Act (Government Code section 81000 et seq.) and the City's Conflict of Interest Code, Consultant shall cause each person who will be principally responsible for providing the service and deliverables under this Agreement as having to file a Form 700 to do each of the following:

- A. Complete and file the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and
- B. File the Form 700 with the City's Clerk Office.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall

perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit A, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Water & Sewer Utilities Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at gwelling@santaclaraca.gov and
shilpa@santaclaraca.gov

And to Contractor addressed as follows:

Black & Veatch Management Consulting, LLC
Deepa Poduval
11401 Lamar Avenue
Overland Park, KS 66211
and by e-mail at PoduvalD@BV.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BLACK & VEATCH MANAGEMENT CONSULTING, LLC
a Kansas limited liability company

Dated: 11/30/2021 _____

By (Signature):  _____

Name: Steve Uhlmansiek _____

Title: Associate Vice President _____

Principal Place of Business Address: 11401 Lamar Avenue _____

Overland Park, KS 66211 _____

Email Address: UhlmansiekS@bv.com _____

Telephone: (913) 458-4826 _____

Fax: () _____

"CONTRACTOR"

Reviewed by
legal
KAR
11-30-21

PM (A. Morales)
11/30/2021



EXHIBIT A SCOPE OF SERVICES

1. INTRODUCTION

Contractor shall perform a comprehensive rate study for the City's water, recycled water, and sewer enterprises. The Services to be performed for the City by the Contractor under this Agreement are set forth below.

To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's SOQ 21-22-63 (including subsequent updates) and Contractor's proposal response dated September 29, 2021 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. TASK 1. PROJECT MANAGEMENT AND DATA REVIEW

2.1. Project Management. Contractor shall provide general project coordination, staff direction, budget/scope/schedule management, and billing/invoicing activities throughout the project. Specific subtasks include:

- 2.1.1.** Providing direction as required to meet project objectives and deadlines, maintaining adequate levels of staff throughout the project, reviewing all study-related work, and providing quality assurance.
- 2.1.2.** Performing general administrative duties, including client correspondence, invoicing, budget/scope management, project documentation, and administering project controls using its proprietary internal project tracking system.

2.2. Data Review. Contractor shall request from the City all necessary document including but not limited to:

- 2.2.1.** 2016 Sewer Master Plan and 2019 Sewer System Management Plan;
- 2.2.2.** 2020 Urban Water Management Plan;
- 2.2.3.** Previous Rate Studies;
- 2.2.4.** Comprehensive annual financial reports, operating and CIP budget documents;
- 2.2.5.** City reserve policies and ordinances; and
- 2.2.6.** CuSD Agreement and other relevant documents.

3. TASK 2. FINANCIAL PLANNING

Contractor shall develop a ten-year financial plan for the City's water, recycled water, and sewer operations. Specific subtasks include:

3.1. Projection of Revenues Under Existing Rates. The development of the ten-year financial plan will commence with the following activities:

3.1.1. Customer, Usage, and Flow Projections

3.1.1.1. The City will provide connections by meter size, water usage, billed sewage flow, etc., for a historical five- year planning period. Contractor shall analyze historical and projected growth trends, climatological patterns, the potential for adding/losing major utility customers, and changes in customer class usage patterns. This analysis will also incorporate any State required water conservation measures and their impact on customer usage and hence revenues.

3.1.1.2. Due to the impact of COVID-19, Contractor shall examine pre-COVID and current conditions to assess any changes in consumption patterns and how they may impact future projections.

3.1.2. Revenue Projections. The existing revenue from rates will be determined by applying the current rates to projected connections, water usage, billed sewage flow, etc. Revenue determined from this analysis will form the basis to assess revenues under existing rates for all customer classes over the study period. The revenue projections are based on FY 2022 rates.

3.1.3. Miscellaneous Revenue Projections. The revenues generated from other sources such as interest earnings and other miscellaneous revenues will be incorporated and projected for the planning period by Contractor. These revenue sources are important for determining the net level of future revenues that need to be generated from rates.

3.2. Development of Revenue Requirements. The development of revenue requirements will be based on examining historical financial reports, current operating budgets, and proposed capital improvement programs.

3.2.1. Project Operation and Maintenance Expense. Projections of operation and maintenance (O&M) expenses will be developed to facilitate analysis and cost allocations. O&M expenses will be projected based on a review of historical financial records and trends and available utility budget estimates of future O&M costs. Projections will recognize estimated increases in the number of customers served, water usage, billed sewage flow as well as the potential effects of continued inflation in costs levels for purchased water, power, water quality, and other O&M categories, the addition of new system

facilities, any anticipated changes in operation and staffing, and other factors which may influence future expense levels.

3.2.2. Major Capital Improvement Program Financing Plan.

3.2.2.1. Financing plans for each utility's planned major capital projects will be developed based on the schedule and costs in the Capital Improvement Program (CIP). The recommended CIP financing strategy will be based on consideration of available funding, loans, revenue bonds, and pay-as-you-go financing. Depending upon the magnitude of the CIP, additional debt financing may be indicated during the study period to augment funds generated by utility rates and other funding sources.

3.2.2.2. Currently, the primary funding source for the City's CIP is cash or pay-go. Contractor shall work with City staff to research alternative funding options to finance the CIP. Alternatives to be evaluated are private placement debt, public debt financing, capacity fees, connection fees, utility user taxes, or other tax strategies.

3.2.2.3. Contractor shall examine alternative funding from a holistic perspective but will not develop connection fees, utility taxes as part of this scope. Should the City request those services, Contractor will work with the City to develop the optional scope of services.

3.2.3. Debt Service Expense. Projections of principal and interest payments on outstanding debt obligations and any projected future bonds or state revolving fund loans for major capital improvements will be developed for the forecast study period. The debt service on future bonds will reflect, as appropriate, the number of bond proceeds required for construction, issuance costs, and compliance with any reserve requirements of the authorizing resolution.

3.2.4. Reserve Funding. Existing reserve fund requirements and balances will be reviewed for adequacy. Applicable bond ordinance requirements will be reviewed along with any relevant utility policies. Based on a review of reserve funding requirements, industry standards, and state regulations, adequate reserve levels will be recommended.

3.2.5. Cash Flow Analysis

3.2.5.1. Contractor shall prepare cash flow analyses summarizing the above projections of revenues and revenue requirements to determine the adequacy of revenues under existing rate levels to meet operating and capital needs for the five-year study period. Forecasted revenue will include revenue under existing rates for

utility service, funds generated from other operating income, and interest income.

- 3.2.5.2.** Revenue requirements will include operation and maintenance expenses, including purchased water and power costs, routine capital expenditures, the revenue financed portion of major capital improvements, and any applicable debt service costs or other anticipated obligations, as applicable. Adjustments will be made to allow any required revenue increases to meet revenue requirements over the study period and to minimize the impact of rate increases on the City's customers to the extent possible.
- 3.2.5.3.** Utilizing the scenario builder in the rate models, Contractor shall prepare up to three (3) cash flow scenarios reflecting changes in different assumptions such as customer usage, operating expenses, capital costs, and capital funding options. Each scenario will evaluate the ability of each system to fund revenue requirements under the current rates and the level of future revenue adjustments needed to meet obligations, including reserve requirements.

4. TASK 3. COST OF SERVICE ANALYSIS

This task aims to assign and allocate the revenue requirements to the different functional components using AWWA and WEF principles. Contractor's specific subtasks include:

4.1. Evaluation of Customer Classes. The cost of service analysis will allocate costs to groups of customers with similar service requirements. Therefore, a review of the existing groups is performed in the following activities:

4.1.1. Determine Customer Class Characteristics. Appropriate usage and billing characteristics for each customer class will be developed based on available information. Estimates of customer class characteristics will be based on billing data, system operating statistics, and other available information.

4.2. Cost of Service Allocations. This subtask aims to estimate the net annual revenue requirements that need to be recovered from the various customer classes. The allocation analysis enables Contractor to establish a reasonable nexus between costs incurred in providing service and the rates and charges designed to recover these costs. Specific activities include:

4.2.1. Annual Cost of Service

4.2.1.1. For the test year for which rates are to be designed, the cost of service to be met from rates and charges will be determined from the revenue requirements identified in Task 2.

4.2.1.2. The cost of service estimates will then serve as the basis for developing cost of service rate schedules for the test year. The

net revenue requirements to be derived from rates for the test year will be developed on a cash requirements basis.

4.2.2. Units of Service

4.2.2.1. Contractor shall develop an estimate of the units of service associated with each cost causative element for water, recycled water, and sewer utility service. The units of service will be estimated based on the service characteristics defined for each customer classification.

4.2.2.2. Units of service will be developed recognizing the customer usage analysis, available data, and engineering judgment about customer class service requirements. The service characteristics for each customer class will be developed to match each system's functional cost causative elements.

4.2.3. Functional Cost Allocations. The test year costs of service will be allocated to the water, recycled water, and sewer functional cost components. For water and recycled water, functional cost classifications include water supply, pumping stations, treatment, transmission & distribution, storage, meters, and customer-related. For sewer, typical functional cost classifications include collection, treatment, pollutant loadings, and customer- related.

4.2.4. Cost Causative Allocations. The cost of service for the test year will be allocated to the various cost causative components specific to the water, recycled water, and sewer services provided. The cost causative allocations for the water and recycled water will recognize average annual flow, peak flow rates, meters & services, customer, and fire protection. For sewer, it will recognize flow, strength, and customer costs.

4.2.5. Allocation of Costs to Customer Classes

4.2.5.1. The cost causative component costs derived from each system are further allocated or distributed to each customer class. Contractor shall utilize industry-accepted cost allocation methodologies, as recognized by AWWA and WEF. Contractor shall review the various alternatives included in these manuals of practice and include its rationale for the recommended allocation methodologies and the advantages and disadvantages. This approach will help build consensus on the selected allocation methodology.

4.2.5.2. The selected cost allocation methodology will be applied to distribute costs by major system components to each customer class. The cost allocation process will use unit costs of service applicable to all system users and class units of service to

determine proportional responsibility for total system costs allocable to each customer class.

4.2.5.3. The relative responsibility of each customer class will be determined based on the estimated service requirements for each class utilizing the overall cash test year revenue requirements.

4.2.6. Determination of Revenue Adequacy. Contractor shall compare class revenues under existing utility rates with the allocated class costs of service to determine the level of cost recovery by class and in total and demonstrate any needed adjustments to align class revenues and allocated costs.

5. TASK 4. RATE DESIGN

Contractor shall consider the policies, pricing objectives, and practical limitations associated with designing water, recycled water, and sewer rates for the City when developing rate schedules. This task aims to develop fair and equitable rates that are simple and easy to understand for existing customers. The key activities include the following: 1) based on the analysis completed herein, Contractor shall affirm the reasonable nexus between the cost incurred in providing the service and the rates and charges developed to price the service; 2) assess the applicability of the existing water, recycled water, and sewer rates from a policy and operating perspective to meet established rate-setting objectives; 3) work to align the CuSD charges to cost components costs determined in cost of service analysis so that rates are commensurate with services provided; 4) develop temporary fees for discharge of water to the sewer system that account for the flow and strength of the flow; and 5) upon completing the cost of service analysis in Task 3, Contractor shall work with City staff to develop rates that meet each utility's goals and objectives. Contractor's specific subtasks include:

5.1. Evaluate Existing Rate Structure. The existing rate structures will be evaluated for their ability to recover utility service costs from each customer class equitably. Consideration will also be given to the policies, pricing objectives, and practical limitations.

5.2. Water Rates. The City's current rate structure has a fixed minimum charge by meter size and a uniform variable charge based on one hundred cubic feet (ccf). There is no separation of customer classes. Private fire protection and cross-connection fees have a fixed meter charge. Under this subtask, Contractor shall review the existing rate structure for any potential changes to address declining consumption trends and State-mandated conservation measures.

5.3. Recycled Water Rates. The City's current rate structure has a fixed minimum charge by meter size and uniform variable charge based on one hundred cubic feet.

5.4. Sewer Rates. The City's current sewer rate structure consists of a flat charge for residential (single-family and multi-family) based on equivalent dwelling units, and non-residential have a minimum bill and are billed based on a percentage of their water consumption in one hundred cubic feet. The major users (also known as significant industrial users) are billed for operating and capital costs by flow and strength loadings.

5.5. Design Rates. Contractor shall work with the City to develop a schedule of rates for the three-year study period that balances revenue stability and self-sufficiency and recognizes equitable cost recovery. In the design of the rate schedules, Contractor shall work with the City to consider alternative rate structures such as:

5.5.1. Drought Charges: California's drought patterns are becoming longer and more severe. Contractor shall develop drought rates that become effective when the City enacts drought responses. Each stage of a drought declaration (voluntary, limited, etc.) would trigger a different level of conservation and rate change.

5.5.2. Fixed Meter Charge: Disruptions in normal business, as seen with COVID-19, really impact how utilities operate and manage. Contractor shall develop a fixed meter charge that is not a minimum but is applied in conjunction with a volume charge. The fixed charge provides revenue stability against future uncertainties.

5.5.3. EDU Charge by Unit: As development continues to grow in mixed-used and high-density living, the number of multi-family residential will continue to increase. Multi-family has traditionally contributed less flow to the system compared to single-family residential. Contractor shall develop an EDU charge based on units to account for customer type differences.

5.5.4. Grouped Sewer Commodity Charge: The City has 16 non-residential customer classes for sewer and has charged based on flow and strength. Given the variability in flow throughout the years, Contractor shall re-evaluate the customer classes for appropriateness and grouping classes if necessary.

5.6. Projected Financial Results Based on Proposed Rates. The proposed rates will be applied to the projected connections, water usage, billed sewage flow, equivalent dwelling units, etc., to estimate the revenues generated from the proposed rates for the test year. The projected annual revenues under the proposed rates will also be compared with the annual cost of service allocation results for each customer class to determine the relative consistency of the revenues with the costs.

5.7. Compare Typical Bills. Contractor shall perform typical bill comparisons for residential and non-residential customers to show the potential impact of the recommended rates for the test year.

5.8. Benchmarking Analysis. Contractor shall obtain rates for neighboring agencies and calculate typical residential and non-residential bills to show how the current and proposed rates for the City compare to up to 10 neighboring Bay Area Water Supply & Conservation Agency agencies.

6. TASK 5. MEETINGS, REPORTS, AND MODELS

6.1. Meetings. Based on the scope of work outlined, Contractor shall participate in the following meetings/workshops:

- 6.1.1. One (1) one-hour kick-off meeting with City staff.
 - 6.1.2. Two (2) two-hour workshops with City staff to discuss preliminary results and obtain input.
 - 6.1.3. One (1) two-hour study session to discuss results with City staff and City Council.
 - 6.1.4. One (1) three-hour City Council public hearing to adopt rates.
 - 6.1.5. These meetings are expected to be in-person but may transition to virtual based on State and County public health recommendations.
 - 6.1.6. Monthly progress meetings until the presentation of preliminary results and bi-weekly meetings after that. We believe that City staff is familiar with our communication and responsiveness, so less frequent check-up meetings may suffice and be more cost-effective.
- 6.2. Study Reports.** Contractor shall prepare a draft report for the water, recycled water, and sewer utilities, including discussing the financial plan, cost of service analysis, and proposed rate schedules. Following a review of the draft report by the City, Contractor shall prepare the final report. Contractor shall deliver an electronic pdf copy of the draft and final reports to the City.
- 6.3. Rate Model.** The objective of this task will be to develop independent Microsoft Excel-based rate models for each utility that encompasses financial planning, cost of service, and rate design. Contractor's approach to developing financial and rate models is based on customizing our base model to the City's unique characteristics, customers, the flow of funds, billing data, and financial planning goals and objectives through proven calculation methodologies and industry principles. The models will contain the following features:
- 6.3.1. Visually intuitive user interface and icon-based navigation throughout and between modules
 - 6.3.2. Logical organization of information and data flow based on the required analyses
 - 6.3.3. A consistent layout on each tab
 - 6.3.4. Centralized data inputs and assumptions
 - 6.3.5. Specifically tailored and designed to recognize the City's utilities unique needs, characteristics, and information base, including matching the City's budgetary and accounting structures.
 - 6.3.6. Conduct "what-if" analyses reflecting the impact of changes in significant system variables such as water conservation, droughts, revised budgeted

revenues and expenditures, changes in capital improvement program schedules, and policy decisions.

- 6.3.7. Incorporation of user-friendly features, including fully automated preprogrammed print and navigation menus, customized icons for specific model functions, and other features.

7. TASK 6. ONE-TIME SOLAR UTILITY RATE ANALYSIS AND SYSTEM DEVELOPMENT CHARGES

7.1. Solar Utility Rate Analysis: Contractor shall provide analysis of rates and fees for solar utility and how they relate to services provided. This task includes identifying all costs associated with providing solar pool heating system and domestic hot water system including direct costs incurred by the Water & Sewer Department for labor and materials as well as indirect cost by the Water & Sewer Department incurred from other City departments.

7.2. System Development Charges (SDC): Contractor shall complete analysis and report for System Development Charges update for water, sewer and recycled water utilities. This task includes:

- 7.2.1. Updating the 2019 Water SDC.
- 7.2.2. Updating the 2019 the Sewer SDC which will require acquisition of fixed asset from San Jose for the treatment fixed assets.
- 7.2.3. Developing a new Recycled Water SDC.

**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

The maximum compensation the City will pay Contractor for all professional fees, costs and expenses provided under this Agreement shall not exceed **One Hundred Eighty-Four Thousand Nine Hundred Seventy-Five Dollars (\$184,975)**, subject to the annual appropriation of funds. Any additional professional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. FEES

Based on the scope of services set forth in Exhibit A, the City agrees to compensate Contractor on a fixed fee basis as set forth below in Table B1. The fixed fee includes all anticipated direct expenses (such as mileage, car rental, hotels, meals, reproduction costs, etc.).

Table B1: Option 1 Total Project Cost					
Task Description	Year 1 Initial Rate Study	Year 2 Annual Update	Year 3 Annual Update	Year 4 Annual Update	Year 5 Annual Update
Task 1: Project Management & Data Review	\$2,045	\$2,110	\$2,155	\$2,200	\$2,685
Task 2: Financial Plan	\$9,180	\$9,605	\$9,840	\$10,070	\$10,080
Task 3: Cost of Service Analysis	\$5,135	\$5,345	\$5,470	\$5,590	\$5,805
Task 4: Rate Design	\$10,725	\$4,805	\$4,920	\$5,030	\$5,235
Task 5: Meetings, Report, and Models	\$9,045	\$9,300	\$9,495	\$9,660	\$9,945
Task 6: Solar Utility Rate Analysis and System Development Charges	\$9,500	////	////	////	////
Total Labor Expenses	\$45,630	\$31,165	\$31,880	\$32,550	\$33,750
Direct Expenses	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Annual Fixed Fee Total	\$47,630	\$33,165	\$33,880	\$34,550	\$35,750
Total (Option 1)	\$184,975				

Alternatively, the City may opt for one subsequent study in Year 4, as set forth in Table B2.

Table B2: Option 2 Total Project Cost		
Task Description	Year 1 Initial Rate Study	Year 4 Subsequent Rate Study
Task 1: Project Management & Data Review	\$2,045	\$4,080
Task 2: Financial Plan	\$9,180	\$21,260
Task 3: Cost of Service Analysis	\$5,135	\$10,560
Task 4: Rate Design	\$10,725	\$11,770
Task 5: Meetings, Report, and Models	\$9,045	\$21,290
Task 6: Solar Utility Rate Analysis and System Development Charges	\$9,500	////
Total Labor Expenses	\$45,630	\$68,960

Table B2: Option 2 Total Project Cost		
Task Description	Year 1 Initial Rate Study	Year 4 Subsequent Rate Study
Direct Expenses	\$2,000	\$3,000
Annual Fixed Fee Total	\$47,630	\$71,960
Total (Option 2)	\$119,590	

The above costs assume the following:

- The Year 1 Initial Rate Study will update the existing financial model and incorporate the rate structure alternatives. The annual updates will only consider an update of the selected rate structure from Year 1 Initial Rate Study. The subsequent rate study (in Year 4 – Option 2) will consider alternative rate structures.
- The fees do not include the development of system development charges for water, recycled water and sewer.
- The work effort to be completed in the annual updates is the same each year. The future year costs (Years 2 to 5) include an annual escalator on billing rates.
- Meetings are described in Section 6.1. The kick-off and workshops will be held virtually while the study session and City Council public hearing will be in-person.

3. ADDITIONAL SERVICES

In the event that the City requires additional services, City may request a fixed priced quote in lieu of time and materials. Any quoted rates shall not exceed the hourly rates set forth below. Any additional services shall require an Amendment to the Agreement.

Job Description	Team Member	Hourly Billing Rates
Project Analyst	Staff	\$210
Sr. Project Analyst	Staff	\$230
Project Manager	Alberto Morales	\$285
Technical Advisor	Pam Lemoine	\$285
Project Director	Ann Bui	\$315

4. INVOICING

The City will make milestone payments to Contractor upon completion of each of the tasks identified in Tables B1 or B2. Contractor shall provide invoices to the City, and the City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be provided by email to: ctsantaclara@ebix.com.

Or by mail to:

EBIX Inc.
City of Santa Clara – Water & Sewer Utilities Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

21-1419

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for Services with Mesa Energy Systems, Inc. for As-Needed Heating, Ventilation, Air Conditioner and Chiller Inspection, Maintenance, and Repair Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), operates three gas fired power generation facilities within the city limits. The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power. The City of Santa Clara Cogeneration Plant is a cogeneration facility that utilizes two gas turbines for power generation. Additionally, the waste heat is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts. The Gianera Generating Station, the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

These power plants have control buildings with electronic control equipment that utilize heating, ventilation and air conditioner (HVAC) systems to operate properly. Consequently, SVP requires routine servicing of the HVAC systems to ensure that the buildings and the equipment housed in the buildings stay cool enough to function properly.

The DVR plant also uses centrifugal chillers to cool the inlet air to maximize the megawatt output of its gas turbines. These chillers are critical equipment in the power plants and require routine inspection, maintenance, and repair services.

SVP requires a qualified contractor to provide HVAC and chiller inspection, maintenance, and repair services to support the uninterrupted generation provided by the in-city power plants. In addition to the power plants, HVAC services may be required at other SVP locations such as remote facilities, or server rooms associated with critical infrastructure.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal qualifications-based Request for Proposals/Statement of Qualifications (SOQ) process was conducted for this procurement, with the award recommendation based on "best value." The factors considered in the award were experience and qualifications of the firm, and approach to safety.

In June 2021, the City issued the SOQ for as-needed heating, ventilation, air conditioner (HVAC) and chiller inspection, repair, and maintenance services, using the City's e-procurement system. A total of 45 companies viewed the SOQ, and the City received proposals from three companies:

- A&B Mechanical Inc. (Livermore, CA)
- Mesa Energy Systems, Inc. (San Leandro, CA)
- United Mechanical Inc. (San Jose, CA)

The written proposals were evaluated and scored against the criteria and weights published in the SOQ by a three-member evaluation team consisting of staff from SVP. The proposals were evaluated on proposer qualifications and experience; qualifications of proposed individual staff; and approach to performing the required HVAC and chiller inspection, maintenance, and repair services.

Staff recommends award of a contract to Mesa Energy Systems, Inc. (Mesa) as the most advantageous and best value proposal based upon the final evaluation ranking. Mesa's proposal met or exceeded all the SOQ specifications.

The proposed Agreement includes provisions of all labor, materials, equipment, and technical expertise needed to provide the required services including, but not limited to, HVAC and chiller inspection and maintenance services; as-needed HVAC and chiller repair services; and installation and commissioning of new HVAC units.

The initial five-year term of the agreement shall end on or about December 15, 2026. The proposed Agreement includes up to five one-year options to renew. Staff requests approval for the City Manager to execute the proposed Agreement in an amount not to exceed \$750,000 during the initial term. Staff also requests approval for the City Manager to execute five one-year options to renew the proposed Agreement after the initial term, at the discretion of the City.

Mesa's hourly rates shall be fixed for the first two years of the proposed Agreement term, and annual costs are not expected to exceed \$750,000 during the initial term. Exercise of the option terms after the initial five-year term shall be based on renewal quotes from Mesa. Any requests for compensation increases must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(2) in that the proposed actions are agreements for the purchase of products and services that are continuing maintenance and administrative activities.

FISCAL IMPACT

The total cost of the proposed Agreement with Mesa is not anticipated to exceed \$750,000 over the five-year initial term.

Sufficient funds are available in the FY 2021/22 Operating Budget in the Electric Utility Operating Fund Contractual Services account based on the facility or asset requiring service. Budget for future years will be included in recommended budgets.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute the proposed Agreement for Services with Mesa Energy Systems, Inc. for as-needed heating, ventilation, air conditioner and chiller inspection, maintenance, and repair services, in an amount not-to-exceed \$750,000 during the initial five-year term, ending December 2026, subject to the annual appropriation of funds;
2. Authorize the City Manager to make minor changes to the proposed Agreement for Services subject to approval by the City Attorney as to form;
3. Authorize the City Manager to execute up to five one-year options to extend the term of the proposed Agreement for Services after the initial term, ending December 2031, assuming all options are exercised, and subject to the annual appropriation of funds; and
4. Authorize the City Manager to take actions to add or delete services consistent with the scope of the proposed Agreement for Services and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Agreement for Services

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
MESA ENERGY SYSTEMS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Mesa Energy Systems, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D - Notice of Exercise of Option to Extend Agreement Form

Exhibit E – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin December 15, 2021 and expire December 31, 2026 (“Initial Term”).
- B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through December 31, 2031 (“Option Periods”). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR- STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor’s representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Initial Term is seven hundred fifty thousand dollars (\$750,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Mesa Energy Systems, Inc.
14450 Doolittle Drive
San Leandro, CA 94577
Phone: (510) 381-6651
ATTN: Adam Ellis, Service Account Manager
Email: aellis@emcor.net

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

MESA ENERGY SYSTEMS, INC.
A California Corporation

Dated: 12-1-2021

By (Signature): *Mark L Collins*

Name: Mark L Collins

Title: SVP/GM

Principal Place of Business Address: 14450 Doolittle Drive
San Leandro, CA 94577

Email Address: mcollins@emcor.net

Telephone: 510-670-1690

Fax: 510-670-1698

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

1 GENERAL

- 1.1** Contractor shall furnish all labor, materials, tools, and equipment necessary to provide as-needed heating, ventilation and air conditioner (HVAC), and chiller inspection, repair, and maintenance services, in support of Silicon Valley Power (SVP).
- 1.2** The Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Exhibit A. Contractor shall also secure all permits necessary (including payment of any charges and fees) to perform the required services.
- 1.3** Contractor shall perform the services in accordance with generally accepted industry best practices, and all applicable federal, state, or local regulations.
- 1.4** Contractor shall be responsible for disposing of all waste and hazardous material generated as a result of the performance of services.
- 1.5** Contractor shall only use Original Equipment Manufacturers (OEM) parts.
- 1.6** Contractor shall recycle all material scrap and credit the value to SVP.
- 1.7** Contractor shall keep follow and assist SVP in complying with SVP's refrigerant management program.
- 1.8** SVP may participate in or observe any inspection.

2 HVAC INSPECTION AND MAINTENANCE SERVICES

- 2.1** Contractor shall perform quarterly and annual HVAC inspection and maintenance services. Contractor shall perform tasks based on contractor, industry and manufacture best practices and such tasks shall include but are not limited to the following:
 - 2.1.1** Quarterly heat pump inspection and maintenance services including, at a minimum, the following tasks.
 - 2.1.1.1.** Check with appropriate SVP representative for operational deficiencies.
 - 2.1.1.2.** Check system pressures and temperatures.
 - 2.1.1.3.** Check refrigerant charge.
 - 2.1.1.4.** Check compressor oil level(s).
 - 2.1.1.5.** Inspect starter.
 - 2.1.1.6.** Check crankcase heater.
 - 2.1.1.7.** Visually inspect for refrigerant and oil leaks.
 - 2.1.1.8.** Check condition of condenser coils.

- 2.1.1.9.** Check operation of reversing valve.
- 2.1.1.10.** Check condenser fan blades and motors.
- 2.1.1.11.** Check for proper condenser fan rotation.
- 2.1.1.12.** Check condition of evaporator coils.
- 2.1.1.13.** Check belt(s).
- 2.1.1.14.** Check filter(s).
- 2.1.1.15.** Check for proper fan operation.
- 2.1.1.16.** Check for unusual noise and vibration.
- 2.1.1.17.** Check overall condition of unit.
- 2.1.1.18.** Clean area around equipment.
- 2.1.1.19.** Complete any required maintenance checklists, report observations to appropriate SVP representative.
- 2.1.2** Annual heat pump inspection and maintenance services including, at a minimum, the following tasks.
 - 2.1.2.1.** All of the tasks listed in Section 2.1.1. above.
 - 2.1.2.2.** Clean condensate drain (if accessible).
 - 2.1.2.3.** Check backup heat.
 - 2.1.2.4.** Check defrost controls.
 - 2.1.2.5.** Check for unusual noise and vibration.
- 2.1.3** Air Handling Units (AHU) quarterly inspections and maintenance services including, at a minimum, the following tasks.
 - 2.1.3.1.** Check with appropriate SVP representative for operational deficiencies.
 - 2.1.3.2.** Check belt(s).
 - 2.1.3.3.** Check coil conditions.
 - 2.1.3.4.** Check condensate pan and drain (if accessible).
 - 2.1.3.5.** Check filter condition.
 - 2.1.3.6.** Visually inspect damper(s).
 - 2.1.3.7.** Check for proper fan operation.
 - 2.1.3.8.** Check for unusual noises, vibration and wear. Report recommendations.
 - 2.1.3.9.** Check overall condition of unit.
 - 2.1.3.10.** Clean area around equipment.

- 2.1.3.11. Complete any required maintenance checklists, report observations to appropriate SVP representative.
- 2.1.4 AHU annual inspections and maintenance services including, at a minimum, the following tasks.
 - 2.1.4.1. All tasks listed in Section 2.1.3 above.
 - 2.1.4.2. Check starter/contactor.
 - 2.1.4.3. Check and tighten electrical connections.
 - 2.1.4.4. Check and clean condensate pan and drain (if accessible).
 - 2.1.4.5. Check safety control set points.
 - 2.1.4.6. Check damper operation and lubricate as required.
 - 2.1.4.7. Check valve(s).
 - 2.1.4.8. Check and lubricate fan and motor bearings.
 - 2.1.4.9. Check condition of blower assembly.
- 2.1.5 Annual and quarterly inspections shall meet OEM specifications for heat pumps, air conditioners and AHU.
- 2.1.6 Contractor shall verify their inspection and maintenance processes meet the minimum requirements for the OEMs equipment.
- 2.1.7 Contractor shall apply applicable portions of heat pump inspections and maintenance to air conditioners.

3 CHILLER INSPECTION AND MAINTENANCE SERVICES

- 3.1. Contractor shall perform the following chiller inspection and maintenance services at the Donald Von Raesfeld Power Plant. Contractor shall perform tasks based on contractor, industry and manufacture best practices and such tasks shall include but are not limited to the following
 - 3.1.1. General Assembly
 - 3.1.1.1. Check and record refrigerant.
 - 3.1.1.2. Inspect for leaks and report leak results.
 - 3.1.1.3. Check vanes for free and smooth operation.
 - 3.1.1.4. Check mechanical linkages for wear.
 - 3.1.1.5. Check condition of insulation.
 - 3.1.1.6. Brush clean condenser tubes and replace gasket if needed.
 - 3.1.2. Controls and Safeties
 - 3.1.2.1. Verify all settings in the control panel.
 - 3.1.2.2. Inspect the control panel for cleanliness.

- 3.1.2.3. Inspect wiring and connections for tightness and signs for overheating and discoloration.
- 3.1.2.4. Report wiring and connection issues.
- 3.1.2.5. Verify the operation of the vane control system.
- 3.1.2.6. Verify the working condition of all indicator alarm lights and LED I LCD displays.
- 3.1.2.7. Verify the operation of the oil sump temperature control device.
- 3.1.2.8. Verify the high condenser pressure safety device is operating/set correctly. Calibrate if applicable and record setting.
- 3.1.2.9. Verify the low evaporator temperature safety device. Calibrate if applicable and record setting.
- 3.1.2.10. Verify the low oil pressure safety device. Calibrate if applicable and record setting.
- 3.1.2.11. Verify the high motor temperature safety device. Calibrate if applicable and record.
- 3.1.2.12. Verify the operation of chilled water pump and condenser water pump starter auxiliary contacts.
- 3.1.2.13. Clean contacts as needed.
- 3.1.3. Lubrication System
 - 3.1.3.1. Pull oil sample for spectroscopic analysis. Make recommendations to SVP based on the results of the test.
 - 3.1.3.2. Measure and record the oil pump voltage and amperage.
 - 3.1.3.3. Verify the operation of the oil heater. Measure amps and compare readings with the watt rating of the heater. Record heater set points.
 - 3.1.3.4. Change the oil filter.
 - 3.1.3.5. Verify the oil level.
 - 3.1.3.6. Check seal pressure.
- 3.1.4. Motor and Starter
 - 3.1.4.1. Clean the starter and cabinet.
 - 3.1.4.2. Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - 3.1.4.3. Report issues with wiring and connections.
 - 3.1.4.4. Check condition of the contacts for wear and pitting.

- 3.1.4.5. Clean contacts as needed.
- 3.1.4.6. Check contactors and mechanical linkages for free and smooth operation.
- 3.1.4.7. Check tightness of the motor terminal connections.
- 3.1.4.8. Megger the motor and record reading.
- 3.1.4.9. Verify the operation of the electrical interlocks.
- 3.1.5. Contractor shall perform quarterly inspections, to include but not be limited to the following tasks.
 - 3.1.5.1. Record and report abnormal conditions, measurements taken, etc.
 - 3.1.5.2. Check general operation of unit.
 - 3.1.5.3. Log operating temperatures, pressure voltages and amperages.
 - 3.1.5.4. Check the operation of the control circuit.
 - 3.1.5.5. Check the operation of the lubrication system.
 - 3.1.5.6. Check the operation of the motor and starter.
 - 3.1.5.7. Review logs with SVP for operational problems, trends and compare to design conditions.
 - 3.1.5.8. Provide an electronic report of completed work, written operating log, and indicate any deficiencies detected.
 - 3.1.5.9. Review operating procedures with SVP staff.
- 3.1.6. Contractor shall record and report abnormal conditions, measurements taken, etc.
- 3.1.7. Contractor shall review SVP logs with SVP for operational problems, trends and compare to design conditions.
- 3.1.8. Contractor shall provide an electronic report of completed work, written operating log, and indicate any deficiencies detected.

4 ADDITIONAL SERVICES

- 4.1. Contractor shall perform additional HVAC and chiller support services, as needed. Additional services may include, but shall not be limited to the following.
 - 4.1.1. Repair of HVAC systems, associated ducting and control equipment;
 - 4.1.1.1. Contractor shall repair HVAC systems with equivalent systems.

- 4.1.1.2. Contractor shall get approval from SVP prior to changing the type of HVAC system or components prior to repair or replacement.
 - 4.1.2. Replacement of HVAC and/or chiller refrigerant;
 - 4.1.3. Repair and replacement of chiller systems, associated piping and control equipment;
 - 4.1.4. Replacement of electrical components supporting HVAC and chiller systems;
 - 4.1.5. Supply of all types of HVAC and chiller products and materials;
 - 4.1.6. Removal and installation of steam turbine insulation blankets;
 - 4.1.7. Removal of replaced HVAC systems;
 - 4.1.8. Installation and commissioning of new HVAC units;
 - 4.1.9. Upgrade of chiller control units;
 - 4.1.10. Other miscellaneous HVAC or chiller work; and
 - 4.1.11. Emergency services.
- 4.2. Project Quotes and Authorization of Work
- 4.2.1. Projects (services, materials and/or equipment) with a value that exceeds the City's competitive threshold, and/or are subject to the State of California's Public Contract Code or City of Santa Clara Charter Section 1310 may require a separate competitive process.
 - 4.2.2. Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.
 - 4.2.3. When additional services are required by the City, Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 4.2.9 or in the event described in Section 4.2.10.3.
 - 4.2.4. Contractor's quote shall include the following details.
 - 4.2.4.1. The specific service(s) to be performed;
 - 4.2.4.2. Location where services will be performed;
 - 4.2.4.3. The project schedule as determined by SVP;
 - 4.2.4.3.1. The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

- 4.2.4.4.** Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.
 - 4.2.4.4.1.** Labor costs (prevailing wage and non-prevailing wage);
 - 4.2.4.4.2.** Tools and materials;
 - 4.2.4.4.3.** Equipment;
 - 4.2.4.4.4.** Any additional costs including taxes and or fees where applicable; and
 - 4.2.4.4.5.** Total not to exceed price.
- 4.2.4.5.** DIR number for any subcontractors
- 4.2.5.** Items not included in the quote are assumed to be included in the hourly rate.
- 4.2.6.** Where the terms of any quote are in conflict with this Agreement, the terms of this Agreement shall prevail.
- 4.2.7.** All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.
- 4.2.8.** The City shall review the submitted quote and, if there are no issues or concerns, approve the quote and provide written authorization (approval) for Contractor to begin work. Written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).
- 4.2.9.** Emergency Services
 - 4.2.8.1.** An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.
 - 4.2.8.2.** Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).
 - 4.2.8.3.** Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.
 - 4.2.8.4.** When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of

starting work. The quote shall be detailed in accordance with this Section 3, and shall also include any completed work.

4.2.9. Changes

4.2.9.1. Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each work authorization.

4.2.9.2. In the event that unanticipated site conditions or other issues result in costs that exceed the approved quote, Contractor shall submit to the City an updated quote for review and approval from the City in advance of performing the work. Written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

4.2.9.3. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a written authorization within four (4) business days.

4.3. SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

5 LOCATIONS

5.1. Contractor shall provide the required HVAC services at the following locations.

5.1.1. Donald Von Raesfeld Power Plant (DVR), 850 Duane Ave. Santa Clara, CA 95054;

5.1.2. Fuel Gas Compressor Building, 2977 Lafayette St, Santa Clara, CA 95054;

5.1.3. Gianera Generating Station, 2339 Gianera St. Santa Clara, CA 95054; and

5.1.4. Cogeneration Plant, 524 Robert Ave, Santa Clara, CA 95050.

5.2. The City may require Contractor to perform HVAC services at additional City locations including, but not limited to:

5.2.1. SVP administrative offices, 881 Martin Avenue, Santa Clara, CA 95050; and

5.2.2. SVP Corp Yard, 1705 Martin Avenue, Santa Clara, CA 95050.

5.3. Contractor shall sign-in with Donald Von Raesfeld Power Plant control room and obtain safe work permit prior to prior to commencing work and inspections.

5.4. Contractor shall also be required to sign-in at the other locations specified above, however Contractor shall also notify the DVR control room staff.

6 LIST OF HVAC AND CHILLER EQUIPMENT

6.1. Donald Von Raesfeld Power Plant (DVR)

6.1.1. 1,170-ton York centrifugal chillers, ancillary devices and controls (2 each);

6.1.2. Control Building heat pumps, air handlers, ducting and controls (varying sizes/tonnages) (10 each);

6.1.3. Future control building heat pumps, air handlers, ducting and controls (excluded from walk down) (1 each);

6.1.4. RO trailer heat pumps, air handlers, ducting and controls (2 each);

6.1.5. Auxiliary Power Enclosure (APE) heat pumps, air handlers, ducting and controls (4 each);

6.1.6. Continuous Emissions Monitoring System (CEMS) building wall-mounted air conditioners (2 each); and

6.1.7. Chemistry lab heat pump, air handler, ducting and controls (1 each).

6.2. Fuel Gas Compressor (FGC) Building

6.2.1. Heat pumps, air handlers, ducting and controls (2 each).

6.3. Gianera

6.3.1. Control cab wall-mounted air conditioners (2 each);

6.3.2. Office building wall-mounted air conditioners (2 each).

6.4. Cogen

6.4.1. Control cab wall-mounted air conditioner (1 each);

6.4.2. Control room wall-mounted air conditioner (1 each); and

6.4.3. Warehouse office heat pump, air handler, ducting and controls (1 each).

7 REPORTING AND DOCUMENTATION

7.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

7.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

- 7.3 Contractor shall keep records of all refrigerant removals and additions per state of California regulations.

8 SCHEDULE OF PERFORMANCE

- 8.1 Contractor shall coordinate with City staff to establish a schedule for the required HVAC and chiller services.
- 8.2 Contractor shall be available to provide services within thirty (30) days of request by SVP.
- 8.3 All services shall be completed in a timely, efficient manner so as to ensure the power plant equipment is operational as soon as possible.
- 8.4 With the exception of emergency services, Contractor shall perform the required services between 7:00 AM - 7:00 PM, Monday through Friday.

9 STAFFING REQUIREMENTS

- 9.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.
- 9.2 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of the contract:
 - 9.2.1 United States of America citizenship or verified legal alien status.
 - 9.2.2 At least eighteen (18) years of age.
 - 9.2.3 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by the Manager; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;
 - 9.2.4 No known criminal background or record of conviction for other than minor vehicle code/traffic violations. Valets (if applicable) shall have clean driving records without recent moving violations within the last 3 years.
 - 9.2.5 Possession of a current, valid U.S. driver's license permitting operation of a two-axle vehicle.
 - 9.2.6 Ability to perform normal or emergency duties requiring moderate to arduous physical exertion.
- 9.3 Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.
- 9.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

- 9.5** SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.
- 9.6** Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.
- 9.7** Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.
- 9.8** Contractor shall select and hire only persons who are well-qualified to perform the job duties for which they are being hired, who are neat, well-groomed, and courteous, and who can act in the utmost professional manner when interacting with City staff and the general public.
- 9.9** Classification and Duties of Employees: The Contractor shall include the classifications of employee positions and the duties of each position in their proposal. Classifications may include, but are not limited to:
 - 9.9.1** Project Manager/General Manager: Responsible for the day-to-day management and supervision of the required services. On-site responsibilities shall also include, but not be limited to, correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements.
 - 9.9.2** Technical/Field Personnel: Performs the required inspection, maintenance and repair services.
 - 9.9.3** Administrative Personnel: Assists in the administration and reporting of the required services.
- 9.10** Contractor shall inform SVP immediately of any change in key personnel assigned to this project.
 - 9.10.1** Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.
 - 9.10.2** SVP shall not unreasonably withhold approval.
- 9.11** SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

10 SAFETY

- 10.1** Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).
- 10.2** Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

- 10.3** The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.
- 10.4** Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.
- 10.5** Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. The Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve the Contractor from compliance with the obligations and penalties resulting therefrom.
- 10.6** Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. A copy of the Contractor's IIPP shall be submitted to the City prior to the execution of an agreement, and be made available on site upon request.
- 10.7** Contractor shall provide safety training records for its employees to the City upon request.
- 10.8** Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. SVP reserves the right to accompany Contractor during these inspections.
- 10.9** Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.
- 10.10** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 10.11** Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 10.12** Contractor shall notify the City immediately in event of an injury or property damage that occurs during the performance of the services described in this Exhibit A. Contractor shall investigate the reported injury or damage upon request from SVP, and provide SVP with regular updates until the investigation is resolved. SVP reserves the right to perform its own

investigation. Should SVP choose to conduct its own investigation, Contractor shall assist the City as required.

- 10.13** Contractor and its employees shall watch an SVP safety video once per calendar year.

11 EMPLOYEE TRAINING

- 11.1** Contractor shall train all employees (including subcontractors) assigned to perform the required services.
- 11.2** Contractor's employee training shall be at no cost to SVP.
- 11.3** Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.
- 11.4** Contractor shall review its training procedures annually, and shall submit any revisions in writing to SVP.
- 11.5** Contractor shall provide ongoing training at least once per year. Contractor shall ensure that all assigned employees attend this annual training.

12 TOOLS AND EQUIPMENT

- 12.1** Contractor is responsible for identifying all tools (including any specialty tooling) and equipment necessary to perform work. SVP will not loan tools or equipment to the Contractor.
- 12.2** All equipment shall be operated and well-maintained in a satisfactory condition at all times and in compliance with state and federal regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA).
- 12.3** SVP may suspend work where they observe that proper tools and equipment are not being used.

13 PROFESSIONAL BEHAVIOR

- 13.1** Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 13.2** Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 13.3** Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

- 13.4** Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.
- 13.5** Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 13.6** Contractor shall submit any complaints received against it to the City immediately.

14 WORKMANSHIP

- 14.1** The Contractor shall perform the required services in an environmentally responsible manner.
- 14.2** Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- 14.3** Contractor shall take all necessary precautions to protect SVP, City and private property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at the Contractor's sole expense, prior to issuance of payment to the Contractor by SVP. Any expenses incurred by SVP to repair property damage will be deducted from the Contractor's compensation.
- 14.4** Contractor will make all reasonable efforts to minimize obstructions and inconvenience to private property owners such as, but not limited to, noise associated with testing.
- 14.5** Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 14.6** Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of the City, and at the sole expense of Contractor.
- 14.7** SVP shall have the right to inspect any work performed by the Contractor and any subcontractors. Should the City determine upon inspection any unsatisfactory or defective work, the Contractor shall immediately correct the work at no additional cost to SVP.
- 14.8** SVP shall not perform any work for Contractor except in an emergency situation or as determined necessary by the City such as, but not limited to adequately protect the SVP's electrical or other facilities or to restore work area to a safe condition. SVP will be reimbursed for any work done for the Contractor (deduction from the Contract or invoice to Contractor at the sole discretion of SVP). This will include all costs (direct straight time or

overtime wages, all overhead, administration, engineering, vehicle, and equipment costs).

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

1. MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall not exceed seven hundred fifty thousand dollars (\$750,000).

2. RATES

2.1. Annual HVAC Inspection and Maintenance

2.1.1. Contractor shall perform three (3) quarterly HVAC inspections, and one (1) annual HVAC inspection each year.

2.1.2. Total annual cost for the inspections is \$18,589.

2.1.3. Costs shall be billed quarterly after each inspection.

2.2. Annual Chiller Inspection and Maintenance

2.2.1. Contractor shall perform three (3) quarterly chiller inspections, and one (1) annual chiller inspection each year.

2.2.2. Total annual cost for the inspections is \$25,582.

2.2.3. Costs shall be billed quarterly after each inspection.

2.3. Additional Services

2.3.1. Any additional services required by the City shall be performed at the hourly rates listed in Table B1 below

Table B1 - Hourly Rates

Labor	Hourly Rate
Standard Time	\$207/HR
Overtime	\$269/HR
Double Time and Holidays	\$349/HR

2.4. Definitions:

2.4.1. Straight time: Monday through Friday, 6 AM – 4 PM (up to eight (8) hours).

2.4.2. Overtime:

- 2.4.2.1. Any hours worked above eight (8) straight time hours, Monday – Friday; and
 - 2.4.2.2. Any hours worked on Saturdays.
 - 2.4.3. Double Time:
 - 2.4.3.1. Sundays and holidays (Contractor shall provide its most updated holiday schedule to the City).

3. REIMBURSABLE EXPENSES

- 3.1. Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.
- 3.2. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates.
- 3.3. The following expenses shall be reimbursable by City.
 - 3.3.1. Travel-related expenses (mileage, lodging, meals, etc.);
 - 3.3.1.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 3.3.1.2. City shall not reimburse local travel (within Santa Clara County).
 - 3.3.2. The rental of any specialized equipment to the extent City has preapproved, in writing, the cost of such rental.
 - 3.3.3. The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.
 - 3.3.4. Any other expenses expressly identified as being reimbursable.
- 3.4. Except as specified above, City will reimburse these expenses at actual cost only.
- 3.5. An estimate of reimbursable expenses shall be included in each quote.

4. INVOICING

- 4.1. Contractor shall submit an invoice to City upon the completion of services, pursuant to this Agreement.
- 4.2. Each invoice shall include the tasks performed and the costs for each task with sufficient information for the City to verify that services were provided at the rates specified in this Agreement.

- 4.3. If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

5. PAYMENT TO CONTRACTOR

- 5.1. City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 5.2. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

6. RENEWAL PERIOD COMPENSATION

- 6.1. Pursuant to Section 2 of this Agreement, City reserves the right to extend the term of this Agreement for five (5) additional one-year terms ("Option Periods").
- 6.2. All pricing shall be firm fixed for the first two (2) years of the Agreement.
- 6.3. Contractor may request adjustments to the compensation rates beginning in year 3 of this Agreement and including option periods.
 - 6.3.1. Contractor shall notify City ninety (90) days in advance of any proposed rate increase.
 - 6.3.2. The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.
 - 6.3.3. City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).
 - 6.3.4. Rate adjustments may be requested no more than once per calendar year.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc. City of Santa Clara P.O. Box 100085 – S2 Duluth, GA 30096	or	1 Ebix Way John's Creek, GA 30097
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Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	Agreement for Services Between the City of Santa Clara, and Mesa Energy Systems, Inc.
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2B of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
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NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

City Attorney's Office

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

EXHIBIT E – LABOR COMPLIANCE ADDENDUM



LABOR COMPLIANCE ADDENDUM

Agreement Name:	Agreement for Services Between the City of Santa Clara, and Mesa Energy Systems, Inc.
CONTRACTOR (Supplier) Name and Address	

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the

project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractor shall submit certified payroll through LCPTTracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per

worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

21-1562

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Delegation of Authority to the City Manager to Negotiate and Execute the Third Phase Agreement with the Northern California Power Agency for a Power Purchase Agreement with South Sutter Water District

COUNCIL PILLARS

Deliver and Enhance High-Quality Efficient Services and Infrastructure
Promote Sustainability and Environmental Protection

BACKGROUND

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), purchases a portion of the energy it supplies to the residents and businesses within the city. Senate Bill 100 requires SVP to meet the State of California Renewable Portfolio Standards (RPS), under which SVP must procure a specified percentage of its retail sales from renewable energy resources by a particular year.

Specifically, retail sellers and local publicly owned electric utilities must procure a minimum of its electricity products from eligible renewable energy resources at the following percentages: 44% of retail sales by December 31, 2024, 52% by December 31, 2027, and 60% by December 31, 2030.

Pursuant to 2.105.090(b) of the City Code, "any contract for the purchase or sale of water, electrical power, fuels for the generation of electrical power, wastewater and recycled water" are exempt from following the purchasing procedures under the City's Centralized Purchasing Program.

SVP is responsible for the purchase of electrical power either by a) entering into Power Purchase Agreements (PPA) with project developers through their direct offerings and/or b) through a request for proposal process. Each potential project may have unique characteristics that impact the value of the resource to SVP customers. Staff evaluates potential projects on locational value, shape of the generation output, environmental attributes, capacity attributes, operational flexibility, and viability.

Northern California Power Agency (NCPA) is a not-for-profit Joint Powers Agency whose membership includes municipalities, a rural electric cooperative, and other publicly owned entities including the City of Santa Clara. The mission of NCPA is to provide members with cost effective wholesale power, energy-related services, and advocacy on behalf of public power consumers through joint action.

In late 2020, South Sutter Water District (SSWD) issued a Solicitation for Renewable Power Sales to entities seeking to purchase renewable and carbon free energy from an existing hydroelectric generating power plant located at Camp Far West Reservoir in Placer County, California. The Camp Far West Hydroelectric facility has a capacity of 6.8 megawatts (MW) and is owned and operated by

SSWD. The facility generates energy on a run-of-river basis associated with the release of water for environmental and irrigation purposes. NCPA received this Solicitation.

After receiving the project details from NCPA, SVP staff evaluated and analyzed the project and determined the Camp Far West Hydroelectric facility would further diversify SVP's renewable energy portfolio. SVP expressed interest to NCPA in purchasing up to 100% of the projects renewable and carbon free energy as well as the associated project attributes. NCPA indicated that no other NCPA members expressed interest in the project and as a result, SVP would receive the full share of the project output.

NCPA, working closely with SVP staff, has been leading the negotiations of a power purchase agreement with SSWD on behalf SVP. To enable NCPA to enter into the PPA with SSWD on behalf of SVP, SVP will need to execute a Third Phase Agreement with NCPA which specifies the rights and obligations of NCPA and SVP regarding governance and administration of the PPA and obligates SVP to pay for all project costs for project participation, administrative services costs, scheduling coordination costs, and all other costs related to the PPA.

DISCUSSION

The term of the PPA will be for twenty years. SVP's share of the generation output would be approximately 23,659 MWh annually (or 0.63% of SVP's calendar year (CY) 2020 retail sales) based on forecasts of average hydrological conditions. The generation output will vary based on water availability. SVP staff is requesting that the City Council delegate authority to the City Manager to negotiate and execute the Third Phase Agreement with NCPA for a Power Purchase Agreement with SSWD for up to 100% of the project output.

The proposed contract for the Camp Far West Hydroelectric Facility would increase and further diversify SVP's renewable energy portfolio in accordance with the Council's adopted Policy on Environmental Stewardship and Renewable Portfolio Standards. In addition, there are limited development risks because the project is an existing hydroelectric power plant that is currently operating and participating in California's energy market.

If the proposed project is approved, the parties intend to execute the agreement late 2021. SSWD will begin delivering the Camp Far West Hydroelectric Facility output to NCPA's combined portfolio of resources on SVP's behalf in early 2022. SVP will provide Council with updates as needed through the SVP quarterly update or emails to Council.

ENVIRONMENTAL REVIEW

Council action on this item is not a project as defined by CEQA under 15378(b)(2) as it is an Administrative Activity. The South Sutter Water District is the lead agency for the Camp Far West Hydroelectric Facility Project for CEQA purposes.

FISCAL IMPACT

Three components of the contract price includes Capacity Payment, Energy Payment, and Environmental Attribute Payment. SVP will purchase approximately 23,659 MWhs annually based on forecasts of average hydrological conditions during the contract term. The estimated annual net cost of the proposed contract is approximately \$709,770. Sufficient funds are available in the FY 2021/22 and FY 2022/23 Biennial Operating Budget in the Electric Utility Operating Fund Resources: Non-JPA. Budget for future years will be included in the recommended budgets.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute the Third Phase Agreement with Northern California Power Agency for a Power Purchase Agreement with South Sutter Water District; and
2. Authorize the City Manager to execute administrative amendments to the Third Phase Agreement with Northern California Power Agency as may be needed from time to time during the term of the Power Purchase Agreement.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-1636

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Delegating Authority to the City Manager to Execute Natural Gas Purchase Contracts and Related Documents for Delivery Through 2034

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Strategic Plan for the Electric Utility adopted by the City Council calls for the Electric Utility to provide reliable, economic service. In order to supply the natural gas necessary to run the natural gas-fired Donald Von Raesfeld Power Plant (DVR) and Lodi Energy Center (LEC) Power Plants, the City will need to enter into natural gas supply contracts with vendors. It is also contemplated that such contracts would provide for the natural gas requirements of the Cogen and Gianera plants as appropriate.

To enable the City to act quickly in securing natural gas commitments by vendors in response to any Request for Proposal, on December 7, 2010, Council adopted Resolution 10-7807 delegating authority to the City Manager, or designee, to execute on behalf of the City any and all natural gas supply contracts with natural gas suppliers (not to exceed the total of 40,000 MMBtu per day) for delivery during the calendar years 2011 through 2026. The City Manager, or designee, is also authorized to execute all documents related to such transactions including, but not limited to, all credit enhancement documents and agreements, netting and set-off agreements, and confirmation agreements necessary to support and complete such transactions.

DISCUSSION

Eleven years have passed since the adoption of the 2010 gas purchase Resolution described above, while the needs to secure long-term natural gas contracts continue to exist even as more renewable resources are integrated into the utility's supply. The cost of natural gas, if not managed carefully, could result in a large exposure for the City's electric customers to substantial natural gas price volatility. Between the execution of the 2010 Resolution and December of 2021, indexed wholesale natural gas prices (Henry Hub natural gas index) have ranged from a low of \$1.93 per MMBtu to a high of \$23.86 per MMBtu.

Silicon Valley Power (SVP) desires to procure long term natural gas over multiple time periods in length, including beyond 2026, in order to mitigate the price risk to SVP's electric customers. The window between pricing and securing a contract is very short, usually less than a day. Staff is proposing that Council delegate authority to the City Manager, or designee, to execute natural gas purchase contracts and related documents for delivery during the calendar years 2022 through 2034.

SVP staff are fully mindful of the City's potential policy consideration to achieve carbon neutrality by 2035. Based on current technology limitations it is assumed that natural gas fired power plants, including those operated by SVP, will still be needed particularly for reliability purposes. However, with the City's potential policy consideration for 2035, any natural gas procured pursuant to the authority requested herein will be undertaken only as necessary when other non-fossil resources are not reasonably available, or as requested or ordered by authorities with jurisdiction over SVP's gas fired resources.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(2), continuing administrative activity.

FISCAL IMPACT

The procurement cost of natural gas for the DVR, LEC, Gianera, and CoGen Power Plants will be covered by revenue from the sale of electricity to SVP customers. Adoption of a Resolution delegating authority to the City Manager to execute natural gas purchase contracts and related documents will save the City money because it will be able to promptly accept low prices instead of waiting for Council approval, in which case vendors will add a significant risk premium to the price offered to the City, thus increasing costs to SVP and its ratepayers.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution delegating authority to the City Manager, or designee, to execute on behalf of the City any and all natural gas purchase contracts (not to exceed the total of 40,000 MMBtu per day) and related documents for delivery through 2034.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,
DELEGATING AUTHORITY TO THE CITY MANAGER TO
EXECUTE NATURAL GAS PURCHASE CONTRACTS AND
RELATED DOCUMENTS FOR DELIVERY THROUGH CALENDAR
YEAR 2034**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City's Electric Department has determined that in order to meet its obligation to serve customers effectively, it requires a significant amount of reliable natural gas supply to run its Donald Von Raesfeld, Cogen, Gianera generating units, and the Lodi Energy Center Power Plant for the foreseeable future;

WHEREAS, the cost of natural gas, if not managed carefully, could result in a large exposure for the City's electric customers to substantial natural gas price volatility;

WHEREAS, the Council adopted Resolution No. 6530 on February 2, 1999, authorizing the City of Santa Clara, doing business as Silicon Valley Power, to engage in proprietary trading of electrical power, electric capacity and related commodities, and natural gas is a related commodity;

WHEREAS, the Council previously adopted Resolution No. 7172 on April 21, 2004, which delegated signature authority to the City Manager to execute natural gas purchase contracts and related documents for natural gas purchase up to 35,000 MMBtu per day during the calendar years 2005-2015;

WHEREAS, the Council previously adopted Resolution No. 10-7807 on December 7, 2010, which delegated authority to the City Manager, or designee, to execute on behalf of the City any and all natural gas supply contracts with natural gas suppliers (not to exceed the total of 40,000 MMBtu per day) for delivery during the calendar years 2011 through 2026. The City Manager, or designee, is also authorized to execute all documents related to such transactions including, but not limited to, all credit enhancement documents and agreements, netting and set-off agreements, and confirmation agreements necessary to support and complete such transactions;

WHEREAS, in response to the anticipated continuing in natural gas requirements for power generation, the City plans to take steps to secure reliable, cost-effective natural gas supply by issuing a Request for Proposals (RFP) to various natural gas suppliers in order to solicit offers to sell the City up to 40,000 mmbtu per day of physical or financial natural gas for delivery through 2034;

WHEREAS, the offers to sell natural gas made by suppliers in response to the RFPs are generally made to the City allowing a very short period of time for City acceptance of the offer (normally less than 24 hours); it is therefore necessary for the City to be able to respond quickly to these natural gas commitments; and

WHEREAS, the Electric Department presented a Report To Council to the City Council at its regularly scheduled meeting on December 14, 2021 to propose delegating authority to the City Manager, or designee, to execute on behalf of the City any and all natural gas supply contracts with natural gas suppliers (not to exceed the total of 40,000 MMBtu per day) for delivery during the calendar years 2022 through 2034.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Manager, or designee, is authorized to execute on behalf of the City any and all natural gas supply contracts with natural gas suppliers (not to exceed the total of 40,000 mmbtu per day) for delivery during the calendar years 2022 through 2034.
2. The City Manager, or designee, is also authorized to execute all documents related to such transactions including, but not limited to, all credit enhancement documents and agreements, netting and set-off agreements, and confirmation agreements necessary to support and complete such transactions.
3. The City Manager shall make regular reports to the Council regarding any natural gas supply agreements entered into on behalf of the City resulting from the delegation of authority at such intervals and/or upon such occasions as the Council shall direct.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1045

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement for Design Professional Services with Electrical Consultants Inc.

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), has provided dependable electric service for 125 years. SVP's current peak load is about 600 MW and provides nearly 4,110 Gigawatt-hours (GWh) a year to SVP's customers. Currently, eight additional projects have received entitlements with the City of Santa Clara which represents an increase of 618 MW. There is an additional 114 MW of planned Commercial and Residential development. This represents 732 MW of expansion over the next ten years. In addition, new developments have made initial requests for more than 400 MW of new load. Based on SVP's experience with how new load develops, SVP is preparing for its system peak load to double over the next 10 years and increase the number of substations from twenty-three (23) to up to thirty-three (33) by 2026.

On October 13, 2020, City Council authorized the City Manager to execute an agreement with Electrical Consultants Inc. (ECI) for a System Expansion Plan. A System Expansion Plan consists of a short-term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects).

On September 28, 2021, staff presented the Three-Year System Growth Strategy Plan (Three Year Plan) which was prepared by ECI for SVP and includes an analysis of SVP's transmission system. The purpose of the study is to identify near-term and long-term improvements for SVP to consider in order to maintain electric service reliability with consideration of significant load growth. The Three-Year Growth Strategy is intended to be a living document and will be reviewed and changed in the future to adapt for a number of factors including load ramp, project feasibility, delivery capacity, shifting needs, priorities, and finances.

DISCUSSION

The Three-Year Plan was the most significant of the tasks to be performed by ECI. ECI has a number of additional tasks outstanding including development of a twenty-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load. The focus of the twenty-year development plan is building a foundation for SVP to meet future load growth over the next twenty years while maintaining electric system reliability.

The current Agreement expires on December 31, 2021. Staff anticipated completing the System Expansion Plan within the fourteenth month term of the agreement, but due to a large number of development activities occurring that impacted the system expansion plan, only the three-year plan was completed. Staff recommends extending the term of the Agreement by two additional years, with the amended term ending on December 31, 2023. ECI has confirmed that rates will not increase and anticipates completing all tasks within the budget of the agreement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

Funding for the agreement with ECI was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

Appropriations needed in future years will be requested as part of the regular biennial budget process.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Electrical Consultants Inc to extend the term of the Agreement by two years, ending on December 31, 2023, with no change in the maximum compensation;
2. Authorize the City Manager to make minor changes to the attached Amendment subject to approval of the City Attorney as to form; and
3. Authorize the City Manager to add or delete services consistent with the scope of the agreements subject to request and justification by contractor, approval by the City, and the appropriation of funds and extend the term, if necessary, for a total term not to exceed five years.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Original Agreement for Design Professional Services
2. Proposed Amendment No. 1

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020 and terminate on December 30, 2021.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred and fifty thousand dollars (\$850,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MPineda@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102

and by e-mail at Robert.hurtig@eciusa.com

With copy to:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102
Attn: General Counsel

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 10/21/2020



BRIAN DOYLE
City Attorney



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 10/15/2020

By (Signature): David R. Maehl

Name: David R. Maehl

Title: Vice President-Power Supply

Principal Place of

Business Address: 3521 Gabel Road, Billings, MT 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

Fax: (406) 259-1164

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

Contractor Scope

The Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.

The System Expansion Plan shall include a minimum of the following items:

- A. Provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to its system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans – constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements and construction scope. Provide guidance on establishing proper maintenance of proposed new assets and technology.
- B. The Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development.
- C. Provide a high level 20-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load growth. The focus will be on building a footprint for SVP to meet future load growth over the next 20 years while maintaining electric system reliability.
- D. Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders.
- E. Assess SVP's submission to the CAISO's Transmission Planning Process (TPP) to insure that PG&E Bulk Electric System (BES) projects have been identified

and are on schedule to meet SVPs load growth, in addition to assessing SVP's Transmission Planning process to meet CAISO, WECC, and TPL-001-5.

- F. Assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR).
- G. Assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability.
- H. Assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure.
- I. Review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Assess the potential problems if actual loads differ significantly.
- J. Assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it.
- K. Assess system losses and provide cost/benefit analysis for recommendations on ways to reduce system losses.
- L. Assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors.
- M. A report on each of the standards and guidelines listed below to include an assessment of their adequacy, any noted deficiencies, suggested changes that can be immediately incorporated into them, and if deemed necessary, a recommended plan to bring each one up to relevant industry standards and current practices, including mitigation of arc-flash hazards. The absence of any standards and guidelines that a utility the size of SVP should have shall be noted and recommendations made on how to best produce them.
 - 1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.
 - 2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.
 - 3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

4. Material and equipment standards and specifications.
 5. Economic evaluation criteria and methods for determination of return on investment.
- N. Identify the opportunities to utilize the enabling technology resulting from SVP's AMI and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty year planning period.
- O. Assess the current emergency response plans, system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity, and make recommendations for improvements.
- P. Review current engineering, operations and electric system key performance indicators in use and make recommendations regarding the adequacy and validity of each one, and additions and deletions to the list.
- Q. Assess the adequacy of existing vegetation management programs and standards, and make recommendations for improvements.

The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.

Deliverables for Items A and B are due five (5) months after execution of Agreement and the remaining deliverable items are due fourteen (14) months after execution of Agreement.

SVP Scope

To assist the consultant in performing the work, SVP shall provide the following:

- A. Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required.
- B. Full access to any and all existing plans and records relevant to the performance of the contract.
- C. Complete ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information.
- D. Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods.
- E. Complete transmission system database in GE PSLF, DEW, and Aspen.
- F. Available system inspection and maintenance information.
- G. Past system evaluations and annual system reports.
- H. System load forecast and Capital Improvement Plans.
- I. Latest Integrated Resource Plan.
- J. Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls).
- K. Incremental generation and purchased power costs.
- L. Current electric rates and Rules and Regulations.

**EXHIBIT B
SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

This is a time and materials contract, Table 1 provides a breakdown of the tasks within this agreement (Detail in Exhibit A) and their respective not-to-exceed amounts.

Table 1: Tasks and Associated Not-to-Exceed Budget

Exhibit A Section	Task Description	Not-to-Exceed Budget
A	Provide a detailed 3-year development plan of SVP's electric system expansion	\$173,683
B	Provide the basis for updating the Load Development Fee	\$17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	\$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	\$28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	\$25,405
F	Assess SVP's CEC load forecast submittals	\$17,029
G	Assess the impact of increased future distributed generation and load	\$30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacements	\$26,981
I	Review current system, substation, and feeder load projections for reasonableness	\$18,385
J	Assess system reliability and provide cost/benefit analysis	\$18,413
K	Assess system losses and provide cost/benefit analysis	\$11,581
L	Assess the future reactive power requirements/need for power factor improvement	\$17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	\$79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment	\$28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	\$59,613
P	Review current engineering, operations and electric system key performance indicators	\$22,053
Q	Assess the adequacy of existing vegetation management programs and standards	\$12,509
	Associated Engineering Services	\$139,913
	TOTAL	\$850,000



ELECTRICAL CONSULTANTS, INC.

CORPORATE OFFICE: 3521 GABEL ROAD, BILLINGS, MONTANA 59102 • PHONE: 406-259-9933 • FAX: 406-259-1164

RATE SCHEDULE

<u>Category/Position</u>	<u>Hourly Rate</u>
Engineering / Management	
Senior Project Manager II.....	\$221
Senior Project Manager I	\$182
Project Manager II	\$163
Project Manager I.....	\$145
Senior Engineer II.....	\$183
Senior Engineer I	\$156
Senior Project Supervisor	\$152
Project Supervisor.....	\$115
Project Engineer II	\$132
Project Engineer I	\$125
Associate Engineer II.....	\$129
Associate Engineer I	\$123
Design Engineer III.....	\$109
Design Engineer II	\$101
Design Engineer I	\$95
Senior Designer II.....	\$136
Senior Designer I	\$121
Designer III.....	\$106
Designer II	\$94
Designer I.....	\$79
 Program Management / Support Staff	
Project Controls Coordinator.....	\$167
Project Controls Specialist III.....	\$129
Project Controls Specialist II	\$101
Project Controls Specialist I	\$86
Senior Drafter II.....	\$94
Senior Drafter I	\$91
Drafter III.....	\$81
Drafter II	\$79
Drafter I.....	\$69
Administrative – Executive	\$110
Administrative Assistant.....	\$74

P:\Silicon Valley Power\SVP-029 System Expansion Plan\contracts\ECI Rates 1.docx

OFFICE LOCATIONS NATIONWIDE

- BILLINGS, MONTANA – (406) 259-9933
- SALT LAKE CITY, UTAH – (801) 292-9954
- MADISON, WISCONSIN – (608) 240-9933
- PHOENIX, ARIZONA – (602) 997-9933
- PORTLAND, OREGON – (503) 747-2235
- SAN DIEGO, CALIFORNIA – (619) 398-9370
- MANKATO, MINNESOTA – (507) 388-9933
- TUCSON, ARIZONA – (520) 219-9933
- DENVER, COLORADO – (720) 536-8261
- TULSA, OKLAHOMA – (918) 296-7911
- CRANFORD, NEW JERSEY – (908) 967-6363
- ORLANDO, FLORIDA – (407) 960-1796

Survey / Real Estate

Senior Surveyor	\$139
Surveyor II	\$113
Surveyor I	\$97
Survey Technician II.....	\$79
Survey Technician I.....	\$61
Senior Real Estate Specialist	\$133
Real Estate Specialist II	\$116
Real Estate Specialist I	\$78

Corporate Project Management / Technical Oversight

Principal	\$229
Director/PhD	\$231

Electrical Consultants, Inc.
Chargeable Expenses

Project Expenses:

Airline & Charter Aircraft	Actual Cost
Rental Vehicles	Actual Cost
Standard & Four-Wheel Drive	Federal Allowable Rate
All Terrain Vehicles	\$10.00/hour
Meals	Actual Cost
Lodging	Actual Cost
Parking	Actual Cost
Long Distance & Telephone Charges	Actual Cost

CADD Software/Plotting:

AutoCAD Drafting Equipment	\$8.00/hour
Microstation Drafting Equipment	\$8.00/hour
HP Design Jet Monochrome Plots	\$5.00 each
HP Design Jet Color Plots	\$10.00 each
LD3 Modeling	\$8.00/hour

Prints and Copies:

Arc Flash Labels	\$6.00 each
Large Format Copies:	
C, D Size	\$2.35 each
E Size	\$2.60 each
F Size	\$2.75 each
Larger Sizes	25¢/sq. ft.

Engineering Software:

Radial Voltage Drop – SynerGEE & Milsoft	\$30.00/hour
Load Flow / Stability (PSLF/PSSE)	\$40.00/hour
ASPEN	\$30.00/hour
STRUDL/Structural Software	\$40.00/hour
GIS Mapping Software	\$8.00/hour
Visual Analysis & STAAD Pro	\$20.00/hour
CDEGS (Grounding)	\$50.00/hour
SKM	\$25.00/hour
TLCADD & PLS-CADD	\$10.00/hour
CYMCAP	\$40.00/hour
ETAP	\$20.00/hour
PSCAD/EMT	\$40.00/hour
PTI – Power System Analysis	\$40.00/hour
T-Flash	\$40.00/hour

Survey Equipment/Software:

Cyclone Software	\$30.00/hour
Terra Solid Laser Imaging	\$20.00/hour
Theodolite, Total Station	\$11.00/hour
Robotic Total Station	\$15.00/hour
Survey Grade GPS, Base Station & Rovers	\$30.00/hour
Staking Supplies	\$10.00/line-mile

Testing Equipment:

5 kV Megger	\$60/day, \$200/week
Phase Angle Meter	\$50/day, \$200/week
Automated CT Test Set	\$125/day, \$420/week
Transformer Turns Ratio Test Set	\$75/day, \$300/week
Earth Resistivity Test Set	\$100/day, \$400/week
Power Quality Analyzer	\$75/day, \$150/week
Hi-Potential Test Set	\$120/day, \$300/week
VLF AC Hi-Potential Test Set	\$500/day, \$2,000/week
Doble F6150 Relay Test Set	\$375/day, \$1,500/week
Doble M4000 Power Factor Test Set	\$500/day, \$2,000/week
Doble M5400 Seep Frequency	\$1,000/day
Dilo SF-6 Moisture Analyzer	\$150/day, \$600/week
Dilo SF-6 Breaker Analyzer	\$450/day
CT-7000 Breaker Motion Analyzer	\$125/day, \$350/week
Ductor Low Resistivity & High Current	\$75/day, \$300/week
FLIR Infrared Camera	\$500/day, \$2,000/week
GPR (ground penetrating radar)	\$1,000/day
HD 3-D Laser Scanner	\$600/day
Dranetz 8000 Analyzer	\$500/day
Fluke 435 Meter	\$1,000/month
Other equipment (Load Banks, Meter Standard, etc.)	Job Quote

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for Design Professional Services” dated October 21, 2020;
- B. The Parties entered into the Agreement for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City’s electric system; and
- C. The City has identified proposed development projects that require additional work and revisions to tasks currently underway, therefore, the Parties now wish to amend the Agreement to extend the term of the Agreement until December 31, 2023.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Paragraph 2 of the Agreement, entitled “TERM OF AGREEMENT” is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020 and terminate on December 31, 2023.
- 2. Exhibit B to the Agreement shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule Amended December 14, 2021.
- 3. Exhibit D – Digital Data Protocol is hereby added and incorporated by reference.

4. Exhibit E – Labor Compliance Addendum is hereby added and incorporated by reference.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ELECTRICAL CONSULTANTS, INC.,
a Montana corporation

Dated: _____

By (Signature): _____

Name: DAVID R. MAEHL

Title: Vice President Power Supply

Principal Place of Business Address: 3521 Gabel Road
Billings, Montana 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

Fax: (406) 259-1164

“CONTRACTOR”

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

**EXHIBIT B – COMPENSATION AND FEE SCHEDULE
AMENDED DECEMBER 14, 2021**

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed eight hundred fifty thousand dollars (\$850,000.00), subject to budget appropriations.
2. Services shall be provided according to the rates in Exhibit B-1 - Rate Schedule attached and incorporated by reference.
3. Authorization of work:
 - 3.1. Exhibit B-2 - Tasks, attached and incorporated by reference, details the specific tasks to be performed under this Agreement. Tasks shall be performed at the hourly rates specified in Exhibit B-1 - Rate Schedule.

Subject to written approval of the City, Contractor may transition costs between categories in Exhibit B-1 only to the extent that these transitions leave sufficient funding to complete each task.
 - 3.2. For any Associated Engineering Services (work that is not specified in Exhibit B-2 – Tasks Items A – Q), Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. In the event of a City request for Associated Engineering Services:
 - 3.2.1. Contractor shall issue a quote or task order for each project requested by the City and that quote or task order shall be included in the purchase order.
 - 3.2.2. All services included in the quote or task order shall be provided at the rates included in this Agreement and are subject to the terms of this Agreement.
 - 3.2.3. In the event of any inconsistency between a task order and quote and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

- 3.2.4. City shall review the quote or task order and, if there are no questions or issues, City shall issue a PO to authorize that set of work.
- 3.2.5. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without executed amendment to this Agreement or receipt of Purchase Order authorizing work.
- 3.2.6. No products or services that will commit or authorize funds in excess of the authorized amount in this Agreement are authorized. All work performed, materials, or other expenses provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances.
- 3.2.7. Contractor shall not initiate any Project Assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

4. Reimbursable/Pass Through Costs

- 4.1. Pass Through Costs: In some cases, Contractor may pass-through costs such as, but not limited to: travel subcontracted activities or materials. Such Pass-Through Costs shall be included in the quote for Additional Services.
- 4.2. When these Pass-Through Costs occur, Contractor will Invoice City for these costs without markup.
- 4.3. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.
- 4.4. Reimbursement of expenses is subject to the following conditions.
 - 4.4.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.
 - 4.4.2. Travel-related expense (mileage, lodging, meals, etc.).
 - 4.4.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall

not exceed the rates outlined by the United States General Service Administration (GSA).

<https://www.gsa.gov/travel-resources>

4.4.2.2. The City shall not reimburse local travel (within Santa Clara County).

4.4.3. All reimbursable expenses shall be included in the Maximum Compensation

5. Payment Provisions

5.1. Monthly Invoices. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of time and materials spent on a services included in this Agreement for the preceding month with a detail listing the cost and source of such expenses and when they were incurred in a format that will permit City to verify rates are the same as those authorized in the Agreement.

5.2. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

5.3. Upon receipt of an approved itemized written invoice from Contractor including submittal of certified payroll using LCP Tracker where applicable, City shall process Contractor's invoice for services performed and authorized costs incurred during that billing period.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

EXHIBIT B-1 – RATE SCHEDULE

Engineering / Management

Senior Project Manager II	\$221
Senior Project Manager 1	\$182
Project Manager II	\$163
Project Manager	\$145
Senior Engineer II	\$183
Senior Engineer I	\$156
Senior Project Supervisor	\$152
Project Supervisor	\$115
Project Engineer II	\$132
Project Engineer I	\$125
Associate Engineer II	\$129
Associate Engineer I	\$123
Design Engineer III	\$109
Design Engineer II	\$101
Design Engineer I	\$95
Senior Designer II	\$136
Senior Designer I	\$121
Designer III	\$106
Designer II	\$94
Designer I	\$79

Program Management I Support Staff

Project Controls Coordinator	\$167
Project Controls Specialist III	\$129
Project Controls Specialist II	\$101
Project Controls Specialist I	\$86
Senior Drafter II	\$94
Senior Drafter I	\$91
Drafter III	\$81
Drafter II	\$79
Drafter I	\$69
Administrative -Executive	\$110
Administrative Assistant	\$74

Survey I Real Estate

Senior Surveyor	\$139
Surveyor II	\$113
Surveyor I	\$97
Survey Technician II	\$79
Survey Technician I	\$61
Senior Real Estate Specialist	\$133
Real Estate Specialist II	\$116
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Corporate Project Management I Technical Oversight

Principal	\$229
Director/PhD	\$231

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

**EXHIBIT B-2 – TASKS
AMENDED DECEMBER 14, 2021**

Exhibit A Section	Task Description	Not to Exceed Budget
A	Provide a Detailed 3-year development plan for SVP's electric system expansion	\$173,683
B	Provide the basis for updating the Load Development Fee	\$ 17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	\$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	\$ 28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	\$ 25,405
F	Assess SVP's CEC load forecast submittals	\$ 17,029
G	Assess the impact of increased future distributed generation and load	\$ 30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacement	\$ 26,981
I	Review current system, substation, and feeder load projections for reasonableness	\$ 18,385
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L	Assess the future reactive power requirements/need for power factor improvements	\$ 17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	\$ 79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment	\$ 28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	\$ 59,613
P	Review current engineering, operations and electric system key performance indicators	\$ 22,053
Q	Assess the adequacy of existing vegetation management programs and standards	\$ 12,509
	Associated Engineering Services	\$139,913
	TOTAL	\$850,000

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

EXHIBIT D – DIGITAL DATA PROTOCOL

1. Description of Requirements

- 1.1.** Unless otherwise specified by City, the Contractor shall utilize e-Builder for submission of data and documents throughout the duration of the Agreement.
- 1.2.** e-Builder is a web-based construction management application hosted by e-Builder. It shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

2. License and Training

- 2.1.** The City will establish the Contractor's access to e-Builder by providing up to three licenses to Contractor personnel at City's cost. At the City's sole discretion, further licenses may be provided but, if the City incurs a cost for such additional licenses, those costs shall be paid for by the Contractor.
- 2.2.** Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

3. Use of e-Builder

- 3.1.** The contractor and users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder Online User Guide.
- 3.2.** Contractor shall assure that staff (including staff of sub-contractor) will have regular access to a personal computing device with minimum specifications as updated at the following link: www.e-builder.net.
- 3.3.** Contractor staff are responsible for visiting the Project website on a daily basis, and as necessary to: be kept fully apprised of Project developments, view correspondence and assigned tasks and review other matters that transpire on the site.
- 3.4.** Contractor shall ensure that all supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

- 3.5. All Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.).

4. Connectivity

- 4.1. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet.
- 4.2. The Contractor is responsible for its own connectivity to the Internet. e-Builder response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet.
- 4.3. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information.
- 4.4. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site.
- 4.5. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

5. Ownership of Data

Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

6. Documents

- 6.1. The Contractor is responsible for managing, tracking, and documenting activities to comply with the requirements of the Agreement.
- 6.2. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- 6.3. All project documents shall be processed and distributed digitally over the internet.

- 6.4.** While regular email will still be used for communication, e-Builder shall be utilized as much as possible in connection with all document and information management required by these Contract Documents.
- 6.5.** The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.
- 6.6.** Documents and information to be submitted electronically include, but are not limited to:
 - 6.6.1. Correspondence, including letters and e-mails;
 - 6.6.2. Meeting Minutes;
 - 6.6.3. Contract;
 - 6.6.4. Change Order and Potential Change Order requests and documentation, including record copies of Change Orders, Proposals, and Modifications;
 - 6.6.5. Invoices and Monthly Payment Requests;
 - 6.6.6. Submittals and shop drawings;
 - 6.6.7. Requests for Information (RFI) and submittals; and
 - 6.6.8. Official reports, such as Commissioning reports.

7. Archive Copies

Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the any Contractor system for the duration of the Project. Such shall be available to City and authorities with jurisdiction (including funding agencies or representatives) on demand.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

EXHIBIT E – LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for

payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

21-1543

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Vantage CA2 Data Center and Owens Corning Facility and Related Budget Amendment

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

The City has received multiple complaints from residents regarding an intermittent noise issue commonly occurring during the nighttime within their neighborhoods. While the source of this noise disturbance has not been substantiated, the complaining parties have suggested that it is possibly associated with operations at the Vantage CA2 Data Center and/or the Owens Corning facility operating in Santa Clara. As an initial effort to determine the source of the noise, the City entered into an agreement with Wilson, Ihrig & Associates (Consultant) with a scope to explore the noise source for a two-week period at a cost of \$10,000. This initial contract was completed in June of this year. During the 2-week time-period the consultant was not able to document any noise issues that exceed City standards. The City also did not receive any complaints during the time-period that the consultant was monitoring.

DISCUSSION

At the conclusion of the initial two-week monitoring, the Consultant recommended additional, focused monitoring and reporting with the intent to find the specific noise source, if any, and to develop recommendations to address the condition as appropriate. The proposed contract would provide for 4 months of monitoring with equipment installed at five locations, two in proximity to the potential noise sources and three within neighborhood areas. The consultant will also provide analysis of the noise data and monthly reports to City staff. The cost of the additional focused monitoring is \$76,600 and is proposed as part of Amendment No. 1 to the existing agreement.

Sole source procurement is justified in this case as the consultant is already engaged with the City in noise monitoring issues and has conducted a significant amount of preliminary analysis that would need to be repeated if the City were to seek other potential consultants to conduct the work.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or as a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Amendment No. 1 increases the not to exceed amount of the Agreement by \$76,600 for a total of \$86,600. The funding for the original agreement utilized salary savings within the Code Enforcement program of the Community Development Department. Use of the General Fund Land Sale Reserve is recommended to fund the one-time additional cost of \$76,600 for Amendment No. 1 as detailed below.

Budget Amendment
FY 2021/22

	Current	Increase/ (Decrease)	Revised
<u>General Fund</u>			
<u>Use of Funds</u>			
Community Development Department	\$6,070,207	\$76,600	\$6,146,807
Land Sale Reserve	\$23,381,324	(\$76,600)	\$23,304,724

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office, and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 with Wilson, Ihrig & Associates to expand the Scope of Services, and increase maximum compensation by \$76,600 for a total not to exceed amount of \$86,600; and
2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the related FY 2021/22 budget amendment in the General Fund to increase the Community Development Department appropriation by \$76,600 and decrease the Land Sale Reserve by \$76,600. (five affirmative Council votes required for the use of unused balances).

Reviewed by: Andrew Crabtree, Director, Community Development Department
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 1 to the Agreement with Wilson, Ihrig & Associates
2. Original Agreement with Wilson, Ihrig & Associates

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for Services Between the City of Santa Clara, California, and Wilson, Ihrig & Associates,” dated April 20, 2021 (Agreement).
- B. The Parties entered into the Agreement for the purpose of having Consultant provide noise monitoring systems and services to the City of Santa Clara to help document noise levels in the neighborhoods near Vantage CA2 Data Center and the Owens Corning Facility, and the Parties now wish to amend the Agreement to expand the scope of services to include enhanced noise monitoring with additional equipment and reporting.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. That Section 6 of the original Agreement entitled “Compensation and Payment” is hereby revised to reflect a maximum compensation of eighty-six thousand, six hundred dollars (\$86,600).
- 2. That Exhibit A, entitled “Scope of Services,” is hereby appended by the attached “Additional Scope of Services.”
- 3. That Exhibit B, entitled “Schedule of Fees,” is hereby appended by the attached “Appendix to the Schedule of Fees.”
- 4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

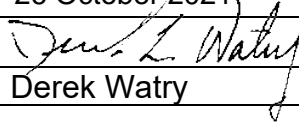
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 26 October 2021

By (Signature):



Name: Derek Watry

Title: Principal

Principal Place of Business Address: 5900 Hollis Street, Suite T
Emeryville, CA 94608

Email Address: dwatry@wilsonihrig.com

Telephone: (510) 658-6719

Fax: (510) 652-4441

“CONSULTANT”

I:\PLANNING\Admin\Contracts\Wilson Ihrig\Vantage and Owens Corning\Amendment 1\Amendment No. 1 - Form.doc

Additional Scope of Services

In the original Scope of Services the monitoring and equipment included were unable to definitively locate the source of the noise complaints. The Consultant will provide the following services to support a more comprehensive monitoring program.

1. Installation of Seti-Media monitoring systems (inclusive of frequency information);
 - This equipment is able to constantly record 1/3 octave-band data at all installed locations.
 - Units have a high power consumption and require line power to be supplied via the City light poles they are installed on.
 - Installation and moves would require significant coordination. These monitors are bulky and require a rented boom lift to install. Installation typically takes 2 to 3 weeks to relocate a unit after the request is received, pending rental lift availability.
 - Equipment has option to record loud events based on the sound level in a particular frequency band instead of relying on the dBA level.
2. Installation of 5 long-term unattended noise monitors including 2 near the suspected sources of noise and 3 near the residences that have lodged complaints of the noise.
 - The City of Santa Clara will coordinate access to the property of the Vantage CA2 data center or the Owens Corning facility, if needed.
3. Analyze data and correlate noise levels to available noise complaints during the monitoring period, if applicable.
4. Produce a monthly report summary of noise readings and any associated complaints during the period.
5. 4 months of continuous noise monitoring, report writing, and consultation. Time period can be extended at client request.
6. 5 monitor relocation days during which Wilson Ihrig will relocate monitors; up to 3 meters can be relocated in a single day, and Silicon Valley Power would then need to connect them to power.

General Consulting

The following services are not included in the number list above, but could be undertaken utilizing the general consulting budget line item found in Exhibit B.

- Unattended noise monitoring longer than 4 months in duration.
- Any attended noise monitoring. Additional trips beyond 1 for deployment, 5 for meter relocation, and 1 for retrieval.
- Noise monitoring or measurements inside residences.
- Any major investigation into the source(s) of the noise complaints beyond the measurement data that will be taken near the source of the complaints and near the suspected sources of the noise complaints.
- Recommendations to reduce the noise levels from the source(s), should it/they be identified.
- Attendance of community meetings.

Appendix to the Schedule of Fees

In addition to the original schedule of fees which had a not to exceed amount of ten thousand dollars (\$10,000), the following fees are reflective of the services added in the Additional Scope of Services.

Long-term monitoring with frequency content, requires line power:

Mobilization/ Demobilization	\$ 12,800
Shipping & ODCs	\$ 1,000
Four Months of Continuous Noise Monitoring (\$6,700 per month)	\$ 26,800
Five Monitor Relocation Days (relocate 2 to 3 monitors per day) (\$4,400 per relocation day; includes boom lift rental)	\$ 22,000
General Consulting	\$ 10,000
Contingency Budget for Equipment Troubleshooting	\$ 4,000
Total:	\$ 76,600

The maximum amount of compensation to be paid to Consultant for any and all services under this agreement as amended shall not exceed eighty-six thousand six hundred dollars (\$86,600).

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the

Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 1, 2021 and terminate on December 31, 2022.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is ten thousand dollars (\$10,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed

to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Consultant's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Consultant pursuant to this Agreement as mutually agreed to or awarded by a court or arbitrator.

Without affecting the rights of Indemnitees under any provision of this Agreement, Consultant shall not be required to protect, defend, indemnify and hold harmless

Indemnities for liability attributable to the active negligence or willful misconduct of Indemnities, provided such active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Indemnities are shown to have been actively negligent or are shown to have committed willful misconduct, and where Indemnities' active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence or willful misconduct of Indemnities. Consultant agrees to pay all attorney and court costs in determining said active negligence or willful misconduct of Indemnities. The determination of any claim by Consultant that Indemnities committed active negligence shall be deferred until after all third party claims have been adjudicated by a final judgment that is no longer subject to appeal, unless the City, in its sole discretion, shall consent to an earlier determination.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at Planning@santaclaraca.gov

And to Consultant addressed as follows:

Wilson, Ihrig & Associates
6001 Shellmound St, Ste. 400
Emeryville, CA 94608
and by e-mail at SKaddatz@wilsonlhrig.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Alexander
Abbe for
BRIAN DOYLE
City Attorney

Digitally signed by Alexander
Abbe for
Date: 2021.04.19 13:29:52
+07'00'

Dated: 4/20/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 14th April 2021
By (Signature): 
Name: Pablo Daroux
Title: Principal/ Senior VP
Principal Place of Business Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608
Email Address: pdaroux@wilsonihrig.com
Telephone: (510) 658-6719
Fax: (510) 652-4441

"CONSULTANT"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

Summary

Consultant is to provide ongoing noise monitoring systems and services to the City of Santa Clara to help document noise levels in the neighborhoods near Vantage CA2 Data Center and Owens Corning Facility.

Background

Residents are regularly complaining about a low frequency "hum" that is commonly occurring in the evening hours and disturbing sleep. The complaints vary from those who claim that the "hum" is constant and those that claim it is intermittent. These complaints have previously been addressed with measurements done by others with cooperation of the Vantage CA2 data center, one of the potential sources of the "hum" noise. However, these measurements appear to have been made at a time when the "hum" was not present. In light of this, Consultant will conduct long-term unattended monitoring in the neighborhoods which have submitted complaints regarding this unwanted noise and potentially near the facilities that are believed to be the sources of the noise.

Base Services

Consultant shall:

1. Review the Santa Clara Noise Ordinance and previously made noise measurements done by others to determine noise limits for mechanical equipment at neighboring properties to the project.
2. Review documented noise complaints that have been submitted to the City.
 - a. Consultant will export the audio files from videos that were recorded of the hum and analyze it to determine the spectral content of the noise in question. City understands that Consultant will not be able to determine accurate noise levels using this as the camera's built-in microphone is not calibrated and does not meet acoustic measurement testing standards; however Consultant may be able to identify characteristics of the sound that could help to identify it in later measurements we make using properly calibrated and standardized equipment.
 - b. Consultant will also review these complaints to determine the best installation locations for long-term noise monitors.
3. Install up to 5 long-term unattended noise monitors including up to 2 near the suspected sources of noise and up to 3 near the residences that have issued complaints of the noise for up to 2 weeks. These monitors will provide 1/3 Octave Band Data at 1 second intervals and record audio files for noise source identification. These units will be battery powered and manually downloaded.

Data will not be accessible until after the units are downloaded during a site visit or after retrieval of the units.

- a. This scope includes 2 weeks of unattended noise monitoring and three roundtrips to the site to install the monitors, download and battery change after one week, and retrieve the units after the 2nd week.
 - b. If the noise monitors installed near the suspected sources of noise are to be installed on the property of the Vantage CA2 data center or the Owens Corning facility, the City of Santa Clara will coordinate access to these areas for Wilson Ihrig personnel.
4. Analyze data and correlate noise levels to available noise complaints during the monitoring period, if applicable.
 5. Produce a report summary of findings.
 6. If the source of the noise complaints is not present during the two weeks of unattended noise monitoring, Consultant will confer with the City of Santa Clara regarding potential additional monitoring.
 7. If Consultant is able to capture the source of the complaints and it exceeds the local noise ordinance limits in the residential areas, Consultant will provide an additional proposal at that time, if desired, to attempt to determine the noise complaint source and/or provide additional monitoring services.

Optional Additional Services

This proposal does not cover the following tasks. Should these services become necessary, City and Consultant shall agree in writing to implement any or all of these additional tasks at a mutually agreed upon cost.

- All access to proposed monitoring sites and any required notification to residences to be coordinated and implemented by the City of Santa Clara.
- Unattended noise monitoring longer than 2 weeks in duration.
- Any attended noise monitoring.
- Additional trips outside of deployment, one intermittent download trip, and retrieval to the monitoring sites for relocation of equipment at the request of homeowners or City.
- Noise monitoring or measurements inside residences.
- Any major investigation into the source(s) of the noise complaints beyond the measurement data that will be taken near the source of the complaints and near the suspected sources of the noise complaints.
- All monitors used in this proposal will not possess cellular communication capabilities. Thus, the data can only be analyzed after the meters are physically serviced in the field or brought back to our office.
- Recommendations to reduce the noise complaints.
- Attendance of community meetings.
- Any attended noise monitoring.
- Additional trips outside of deployment, one intermittent download trip, and retrieval to the monitoring sites for relocation of equipment at the request of homeowners or City.

- Noise monitoring or measurements inside residences.
- Any major investigation into the source(s) of the noise complaints beyond the measurement data that will be taken near the source of the complaints and near the suspected sources of the noise complaints.
- All monitors used in this proposal will not possess cellular communication capabilities. Thus, the data can only be analyzed after the meters are physically serviced in the field or brought back to our office.
- Recommendations to reduce the noise complaints.
- Attendance of community meetings.

**EXHIBIT B
SCHEDULE OF FEES**

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

This work would be billed on a time and materials basis at the following rates:

Senior Principal	\$315/hour
Principal	\$265/hour
Associate Principal	\$220/hour
Senior Consultant	\$185/hour
Associate Consultant	\$160/hour
Assistant Consultant	\$130/hour
Lab Technician	\$100/hour
Project Assistant	\$75/hour

The maximum amount of compensation to be paid to Consultant for base services shall not exceed six thousand dollars (\$6,000).

The maximum amount of compensation to be paid to Consultant for additional services requires written approval from City and shall not exceed four thousand dollars (\$4,000).

The maximum amount of compensation to be paid to Consultant for any and all services under this agreement shall not exceed ten thousand dollars (\$10,000).

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 products/completed operations aggregate
\$1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies,

satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Planning Division
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

21-1627

Agenda Date: 12/14/2021

REPORT TO HOUSING AUTHORITY

SUBJECT

Action on Amendment No. 3 to the Exclusive Negotiation Agreement with Habitat for Humanity East Bay / Silicon Valley for 3575 De La Cruz Boulevard

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

The City selected Habitat for Humanity East Bay / Silicon Valley (Developer) in 2018 through a competitive process as the developer for a City-owned affordable housing site at 3575 De La Cruz Boulevard. On April 9, 2019, the City Council approved an Exclusive Negotiation Agreement (ENA) with the Developer for the site.

The ENA provided an initial negotiating period of 18 months, commencing on the date the Agreement was fully executed, which could be extended for two additional periods of six months each by the City Manager upon presentation of a written request from the Developer together with a schedule of tasks to be accomplished during the additional period. Both six-month extensions have been authorized by the City Manager with the first authorized. As allowed under the ENA, the City Manager previously granted two six-month extensions for the ENA (Amendment No. 1 and Amendment No. 2) on December 14, 2020 and the second on July 12, 2021 respectively.

An additional extension requires action by the City Council. Habitat for Humanity is now requesting a Council approved Third Amendment to the ENA to grant an extension for an additional six months to allow them additional time to prepare a Disposition and Development Agreement (DDA) for Council consideration.

Site Description

The Property is currently a vacant 0.7-acre site. The site was previously developed with a City Fire Station, which was demolished in 2010. An 80-foot PG&E easement containing transmission lines supported on top of 100-foot tall PG&E lattice towers is located along the Property's eastern edge. Surrounding land uses include light industrial buildings to the south, single-family residences to the east and north, and Montague Park to the west on the opposite side of De La Cruz Boulevard. Golden State Baptist College is located to the southwest of the project site, also fronting on De La Cruz Boulevard adjacent to Montague Park.

Request for Proposals (RFP)

Prior to the issuance of an RFP the City conducted preliminary outreach for the future development of the property as an affordable housing site. Input from the outreach was incorporated into the RFP. The City then issued an RFP on June 13, 2018 and selected the Developer in October 2018 as the result of the RFP process. The interview panel made a unanimous decision to select Habitat for Humanity East Bay / Silicon Valley determining that their proposal fully addressed the goals of the RFP.

DISCUSSION

Implementation of the Developer's proposal for 3575 De La Cruz Boulevard would achieve the City's objective for the development of a mix of affordable housing projects throughout the City, providing a relatively unique-small scale, family-oriented development. As proposed the project also achieves many of the goals and objectives of the RFP, including

alignment with community interest in terms of the development program and City standards for financing and affordability. The Developer was also selected based on their well-established history in the production of affordable housing.

The proposed project is the construction of 13 new units of affordable homeownership housing at the site, available to a diverse range of mixed income families earning between 60 percent and 120 percent AMI. The units would be developed as a mix of townhomes and flats, using a cohesive design that maximizes cost efficiencies while providing homes that are attractive, energy efficient, and durable. The conceptual site plan is intended to maximize the number of affordable homes while strategically addressing various site constraints, including positioning the new homes to minimally impact the adjacent property owners and provide a transition to the industrial park to the south.

While the Developer has experienced some setbacks, they have also been making steady progress toward the development of the site. The following represents a synopsis of the activities performed by the Developer over the past 18 months for the project:

Sept. 2019 - Jan. 2020: Held Two (2) community outreach meetings (The first in September 2019 and the second in January 2020) to discuss community concerns with the proposed development.

Jan. 2020 - March 2020: Revised site plan to incorporate PG&E easement property per City request and received PG&E tentative approval to incorporate part of the easement into site plan, increasing unit count from 13 homes to 15 homes.

March 2020 - June 2020: Uncovered old project files for the property relating to previous attempts to develop property by old affiliate Habitat for Humanity Silicon Valley (since merged with the current Developer in 2013). Reviewed files for design issues, consultant notes, and environmental concerns. The old environmental report identified potential site contamination concerns and recommended preparation of a Phase II ESA for property.

June 2020 - Sept. 2020: Obtained environmental consultant proposals, contracted for and obtained a Phase II ESA for the property from Silicon Valley Environmental Group. The Phase II ESA identified groundwater and soil vapor contamination issues above residential limits.

June 2020 - October 2020: Contracted for and obtained Geotechnical Investigation (Soils Report) for the Property by Rockridge Geotechnical and a boundary & topographic survey from the project civil engineers, BKF. HEBSV engaged Geoffrey Holton & Associates to replace Pyatok Architects (bowed out of project for other commitments). HEBSV also contracted for landscape architecture (Jett Landscape), joint trench design (Millenium), and structural engineering (St. Onge & Assoc.) for additional project design services.

Oct. 2020 - May 2021: Reviewed existing property contamination issues with attorneys and environmental consultants to determine feasibility, cost and liability for proposed project. Determined to move forward with proposed development, bid out necessary remediation design work to consultants, and contracted with SCS Engineering in May, 2021 to design vapor extraction system for future development.

March 2021 - April 2021: Analyzed potential governmental agencies to oversee approvals for residential development on site and engaged Santa Clara County Department of Environmental Health as regulatory agency for project regulatory oversight of remedial action.

May 2021 - Sept. 2021: Reviewed liability / insurance issues with GHA Architects, who ultimately determined not to move forward with preparing design for the project. Re-bid project architecture and contracted with Zenith Engineers to provide architectural design for the project.

Conclusion

Staff is recommending the City Council approve Amendment No. 3 to the ENA with Habitat for Humanity East Bay / Silicon Valley to allow more time to complete due diligence and bring forward a Disposition and Development Agreement (DDA) to Council for consideration within the next six months. While the Developer has made steady progress under the ENA, the team has encountered multiple unexpected delays, including modification of the project to incorporate the additional land under the PG&E easement per the City's request resulting in a new site plan and work to obtain tentative PG&E approvals for partial use of the easement area (parking and common area play). Additionally, the identification, analysis and liability review of the discovered environmental contamination delayed the project for approximately 12 months while cost and suitability for residential homeownership were considered (Covid-19 also played a part in this

delay as HEBSV and its consultants adjusted to remote work). The design of the soil vapor extraction system is still an issue, but HEBSV hopes to have determination as to a passive or active system and the relevant pricing in early 2022.

Staff is anticipating an Initial Design Review submittal to the City by December 2021 and Planning Commission review in early 2022. Full entitlements and a DDA are tentatively scheduled for Council consideration in the Summer of 2022.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no cost to the City for this agreement other than administrative time and expense. As noted above, implementation of the proposed project would generate ongoing revenue to the City's Affordable Housing Fund through repayments of loans.

COORDINATION

This report has been coordinated with the Department of Finance and the City Attorney's Office.

PUBLIC CONTACT

The project will continue to engage the public during the ENA term. Staff will continue to work closely with community members and other interested stakeholders throughout the process.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Approve and authorize the City Manager to execute Amendment No. 3 to the Exclusive Negotiation Agreement (ENA) with Habitat for Humanity East Bay / Silicon Valley for the development 3575 De La Cruz Boulevard.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. Habitat-DeLaCruz Exclusive Negotiation Agreement (ENA)
2. Habitat 1st Amendment ENA
3. Habitat 2nd Amendment ENA
4. Amendment 3 ENA Habitat

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(APN 101-15-049)

This Exclusive Negotiating Rights Agreement (this “Agreement”) is entered into as of this April 9th, 2019 by and between the **City of Santa Clara** (the “City”) and **Habitat for Humanity East Bay/Silicon Valley** (the “Developer”). City and Developer may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. The City is the owner of a .69-acre parcel of real property in the City of Santa Clara located at 3575 De La Cruz Boulevard (APN 101-15-049), as shown on the map attached to this Agreement as Exhibit A and incorporated herein by this reference (the “Property”).

B. After redevelopment agencies (RDA) were dissolved on February 1, 2012, the City, as Housing Successor to the dissolved RDA, was designated to assume all housing assets (including land) of the former redevelopment agency and these assets were placed into a Housing Successor Fund. The Housing Successor must initiate development activities on any land that it obtained from the former RDA consistent with the intent to provide housing that is 100% affordable to persons and families of low and moderate income.

C. On June 13, 2018, a Request for Proposals (RFP) was issued for the development of Property. On January 15, 2019, City Council noted and filed City staff’s recommendation of Developer for development of the site and directed staff to draft an Exclusive Negotiations Agreement for Council consideration.

D. The Developer has proposed to develop the Property with 13 units of affordable ownership housing, including mixed-income townhomes and flats (the “Project”). The entire project is proposed to be affordable to households with income between 60% and 120% of Area Median Income (AMI).

E. The City is interested in exploring the feasibility of the Project and has selected the Developer as a potential developer of the Project. The City would convey fee title ownership of the Property through a grant deed and is considering offering a maximum subsidy of \$100,000 per affordable housing unit to facilitate Project financing.

F. The Property is currently zoned as Public/Quasi-Public (B). The land is designated as Very Low Density Residential on the General Plan Land Use diagram. Redevelopment of the Property for new housing will subsequently require City approval, including City Council, Planning Commission approvals of a General Plan Amendment, Rezoning, Architectural Review and California Environmental Quality Act (CEQA) and potentially National Environmental Policy Act (NEPA) review.

G. The development of this Project will allow the City to meet its obligations as Housing Successor to provide low- and moderate-income housing on the Property and meet the

deadline required by the State of California to commence development of the site within five years after the Department of Finance confirmed the Property as a housing asset.

H. The Parties intend to enter into this Agreement to establish procedures and standards for the negotiation by the City and the Developer of a Disposition and Development Agreement (the “DDA”) pursuant to which the Developer will conduct specified development activities related to the Property. The Parties further intend that this Agreement in itself will not grant the Developer the right to develop the Project, nor will it obligate the Developer to any activities or costs to develop the Project, except for the preliminary analysis and negotiations contemplated by this Agreement.

AGREEMENT

The Parties mutually agree as follows:

EXCLUSIVE NEGOTIATIONS RIGHT

1. Good Faith Negotiations. The City and the Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 2, the terms of a DDA for the development of the Project on the Property. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined herein in Exhibit B to facilitate the negotiation of a mutually satisfactory DDA.

Among the issues to be addressed in the negotiations are the physical and land title conditions of the Property and remediation of any adverse conditions, the development schedule for the Project, and financing of the Project.

2. Negotiating Period. The negotiating period (the “Negotiating Period”) under this Agreement shall be eighteen (18) months, commencing on the date this Agreement is fully executed, which may be extended for a period of an additional two periods of six (6) months each upon presentation of a written request from the Developer together with a schedule of tasks to be accomplished during the additional period. Granting of such extension(s) shall be at the discretion of the City Manager and shall only be effective upon the execution of an amendment to the Agreement.

If a DDA has not been executed by the City and the Developer by the expiration of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 11. If a DDA is executed by the City and the Developer then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA.

3. Exclusive Negotiations. During the Negotiating Period, the City shall not negotiate with any individual, organization, or entity, other than the Developer, regarding the sale or development of the Property or any portion thereof or solicit or entertain bids or proposals to do so.

4. City Consultant Costs Deposit. The Developer acknowledges that the City shall expend resources in the negotiation of the DDA and performance of the tasks provided in

Exhibit B. In order for this Agreement to remain in effect, the Developer and the City shall agree on an amount that the Developer shall submit to the City as a good faith and initial third-party consultant costs deposit, the sum of TWENTY-FIVE THOUSAND Dollars (\$25,000) (the "Deposit") to be paid within thirty (30) days following execution of this Agreement by the City and the Developer. The Deposit shall be provided in the form of a check made to the order of the City and be placed in a separate City deposit account. Any interest earned on the Deposit and any subsequent deposits shall be added to the total Deposit amount and may be used in accordance with this Agreement.

The City shall have no obligation to begin the negotiation of the DDA or to retain third-party consultants until the Developer delivers the Deposit to the City. For the period of six (6) months following the date of the Agreement ("Due Diligence Period"), the Deposit shall be fully refundable, except for any costs incurred by the City as described below.

The City may use the Deposit to pay for the City's third-party consultant costs and expenses in negotiating and preparing the DDA (collectively, the "Transaction Documents"). Such costs may include but are not limited to reasonable fees and services of third-party consultants and attorneys, selected by the City at its sole discretion, relating to the Project and the preparation of the Transaction Documents ("Consultant Costs"). Prior to incurring any Consultant Costs, the City shall submit an outline budget for use of the Deposit describing the general scope of work, cost and timing of expenditure.

Following the Due Diligence Period, the Developer shall be responsible for all of the City's Consultant Costs subject to the restrictions contained in this Section 4. Prior to the City incurring Consultant Costs in excess of the Deposit, the City shall provide the Developer with a schedule of the Consultant Costs incurred to date and an estimate of the additional Consultant Costs anticipated to be incurred. The Developer shall reasonably approve or disapprove the Consultant Costs within seven (7) days following the City's submittal of the anticipated Consultant Costs. If Developer disapproves the City's Consultant Costs, the City and Developer will meet and in good faith evaluate the estimate and attempt to reach a compromised budget acceptable to both parties. The Developer shall deposit with the City the amount of the additional Consultant Costs as approved by the Developer within fourteen (14) days of such approval. The additional amount shall be added to the Deposit. The City shall be reimbursed for all additional Consultant Costs approved by the Developer and incurred by the City prior to the date of the termination of this Agreement. To the extent this Agreement is terminated prior to or as of the end of the Negotiating Period and the City has incurred Consultant Costs that are less than the Deposit, and Developer has negotiated in good faith and is not in breach of this Agreement, the City shall return the unexpended balance of the Deposit to the Developer along with an accounting of the Consultant Costs incurred by the City.

If this Agreement is terminated by the City due to a failure by the Developer to negotiate in good faith under this Agreement the Deposit and any interest earned thereon shall be retained by the City, as more fully provided in Section 10. Conversely, if this Agreement is terminated by the Developer due solely to a City default, the Deposit and any interest earned thereon shall be returned to the Developer.

5. Identification of Developer Representative. The Developer's representative to negotiate the DDA with the City is: Rob Simonds.

GENERAL PROVISIONS

6. Limitation on Effect of Agreement. This Agreement shall not obligate either the City or the Developer to enter into a DDA or to enter into any particular DDA. By execution of this Agreement, the City is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any property. City shall have final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the City.

7. Notices. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

City:	City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 Attention: City Manager
Developer:	Habitat for Humanity East Bay/Silicon Valley 2619 Broadway Oakland, CA 94612 Attention: Janice Jensen

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered.

8. Costs and Expenses. Except for the Developer's obligation to fund certain City Consultant Costs under Section 4, above, each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each Party's obligations under this Agreement.

9. No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA that may result from this Agreement. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer shall defend and hold the City harmless from any claims by any broker, agent or finder retained by the Developer.

10. Defaults and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required

action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Developer's sole remedy shall be to terminate this Agreement, upon which termination the Developer shall be entitled to the return of the uncommitted portion of the Deposit, as set forth in Section 4, and any interest earned thereon. Following such termination and the return of the appropriate amount of the Deposit and any interest earned thereon, neither party shall have any further right, remedy or obligation under this Agreement; provided, however, that the Developer's indemnification obligation pursuant to Section 11 shall survive such termination.

In the event of an uncured default by the Developer, the City's sole remedy shall be to terminate this Agreement and to retain any unexpended funds remaining in the Deposit and any interest earned thereon. Following such termination, neither Party shall have any right, remedy or obligation under this Agreement; provided; however, that the Developer's indemnification obligation pursuant to Section 11 shall survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

11. Developer's Obligation to Indemnify City. Developer shall defend, indemnify, and hold harmless the City from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, damage or liability of any nature whatsoever, arising directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with performance of this Agreement on the part of the Developer or any contractor or subcontractor of the Developer. The Developer shall pay immediately upon the City's demand any amounts owing under this indemnity. The duty of the Developer to indemnify includes the duty to defend the City, at the City's choosing, to pay the City's costs of its defense in any court action, administrative action, or other proceeding brought by any third Party arising in any manner by reason of or incident to the performance of this Agreement on the part of the Developer or any contractor or subcontractor of the Developer. The City shall have the right to approve any attorneys retained by the Developer to defend the City pursuant to this Section 11 and shall have the right to approve any settlement or compromise. The Developer's duty to indemnify the City shall survive the termination of this Agreement. Notwithstanding the above, the Developer shall have no obligation to defend, indemnify or hold harmless the City, for any and all suits and causes of action, claims, losses, demands and expenses caused by, arising from, or related in any part to, any gross negligence, fraud or misconduct on the part of the City or its employees, agents, assigns, officers, or officials.

12. Compliance with Laws. Developer shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Developer's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC

Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Developer has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

13. Nonliability of Officials, Officers, Members, and Employees. No member, official, officer, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement.

No member, officer, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or to its successor, or on any obligations under the terms of this Agreement.

14. Assignment. The Developer shall not assign its rights or responsibilities under this Agreement, in whole or in part, except with the written consent of the City. Any attempted assignment without such prior written consent shall be invalid and void.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Entire Agreement. This Agreement, including the Exhibits, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

APPROVED AS TO FORM:




BRIAN DOYLE
City Attorney

Dated: 6-17-19
 FOR

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY
Developer

Dated: 6-12-19
By: 

Name: Janice Jensen
Title: President & CEO
Local Address: 2619 Broadway
Oakland, CA 94612
Email Address: jjensen@HabitatEBSV.org
Telephone: 510-251-6304
Fax: 510-251-6309

“CONTRACTOR”

EXHIBIT A
PROPERTY MAP
 (APN: 101-15-049)

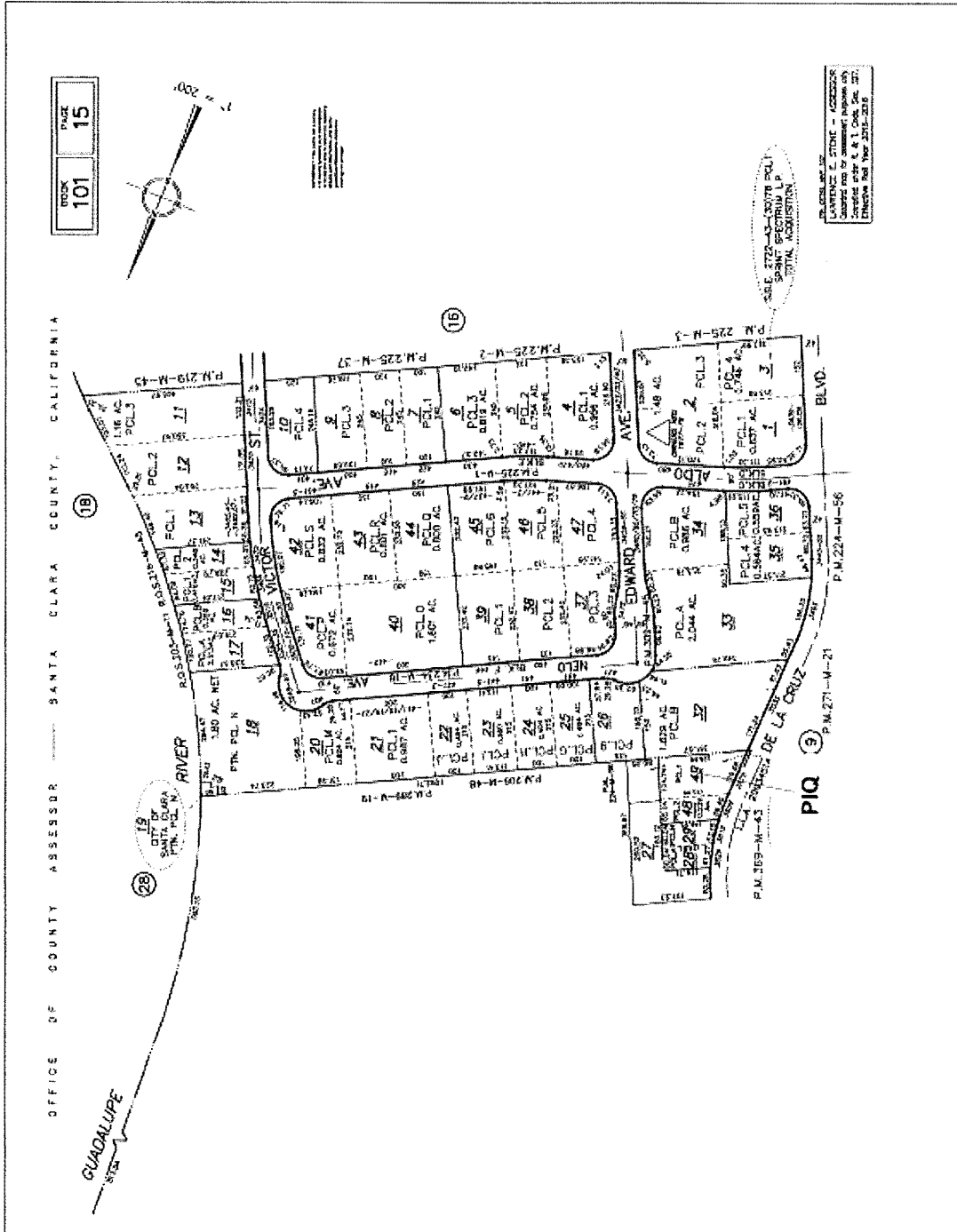


EXHIBIT B

NEGOTIATION PERIOD & TENTATIVE WORK PLAN

NEGOTIATION PERIOD

1. Overview. To facilitate negotiation of the DDA, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in Exhibit B in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period. Within the first thirty (30) days of this Agreement, the Parties will agree upon a work plan for tasks to be accomplished.

2. Site Plan. The Developer shall prepare and submit to the City a proposed site plan identifying the size and shape of the parcels which comprise the Property (the "Development Parcels") and the location of the Project improvements to be constructed on each of the Development Parcels.

3. Developer Cooperation and Coordination with Adjacent Parcels. Developer acknowledges the adjacent parcels and shall plan the site to be sensitive to these neighborhoods.

4. Financing and Costs of Development. The Developer shall provide the City with a detailed financial pro forma for the Project containing, among other matters, a detailed development budget setting forth the costs of the tasks to be undertaken by the Developer. The financial pro forma will be used to evidence the financial feasibility of the Project and to assist in the negotiation of terms regarding payment of costs of land and development.

5. Documents. Prior to execution of a DDA, the Developer shall provide the City with its organizational documents as well as organization chart outlining key personnel's roles and responsibilities. Developer shall also submit to the City for its approval, copies of all operating agreements, joint venture agreements or other agreements between the members of the development entity, and such financial statements or tax returns reasonably required by the City to determine the Developer's financial capability, excluding confidential or proprietary information.

6. Environmental Review. The City shall prepare or cause to be prepared any environmental documentation required by the California Environmental Quality Act ("CEQA") for consideration of approval of the DDA; if any, provided, that nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to such environmental documentation. The Developer shall provide such information as may be required to enable the City to prepare or cause preparation and consideration of any CEQA-required document, and shall otherwise generally cooperate with the City to complete this task. The Developer shall be responsible for all costs associated with the preparation of the required CEQA documentation.

7. Due Diligence. During the Negotiating Period, the Developer shall conduct the following due diligence activities:

(a) Property Adequacy Determination. The Developer shall determine whether the Property is suitable for development of the Project, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the zoning of the Property, the massing of the proposed Project improvements and the parking requirements imposed on projects of this type and the other environmental and regulatory factors that the Developer deems relevant. If, in the Developer's judgment based on such investigations and analyses, the Property is not suitable for development, the Developer may notify the City in writing prior to the expiration of the Negotiating Period of its determination. Upon such timely notification by the Developer, the remaining balance of the Deposit shall be immediately refunded to the Developer and this Agreement shall be terminated without further action of either Party, and thereafter neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement; except as set forth in Section 4 and Section 11

(b) Objections to Title. Promptly following the execution of this Agreement, the Developer shall cause Old Republic Title Company at 675 N. 1st St., #900, San Jose, California, to issue a Preliminary Title Report (the "Report") on the Property to the Developer and the City. If the Developer objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the Developer may object to such exception, provided such objection is made to the City in writing on or before 5:00 P.M. on the thirtieth (30th) day following the date the Developer and the City receive the Report. If the Developer objects to any exception to title, the City, within fifteen (15) days of receipt of Developer's objection shall notify Developer in writing whether City elects to (i) cause the exception to be removed off record, (ii) obtain a commitment from for an appropriate endorsement to the policy of title insurance to be issued to the Developer, insuring against the objectionable exception, or (iii) terminate this Agreement, unless the Developer elects to take title subject to such exception. If either Party elects to terminate this Agreement pursuant to this subsection, the remaining balance or the Deposit shall be immediately refunded to the Developer and neither Party shall thereafter have any obligations to or rights against the other hereunder, except as set forth in Section 4 and Section 11. If the Developer fails to provide any notification to the City regarding this matter prior to expiration of the time period set forth herein, the condition set forth in this subsection shall be deemed satisfied and this Agreement shall continue in effect. Notwithstanding the foregoing, City shall use good faith best efforts to keep the Property free and clear of any new liens or encumbrances during the Negotiating Period.

8. Site Access. No later than ten (10) days following execution of this Agreement, Developer and the City will enter into a separate agreement to provide Developer and its consultants with rights to enter, examine and conduct tests on the Property.

9. Reports. The Developer shall provide the City with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Developer with respect to this Agreement and the Project, promptly upon their completion. The City shall provide the Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "Documents") prepared or commissioned by the City with respect to this Agreement and the Project, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Developer acknowledges that the City will need sufficient, detailed information about the proposed Project (including, without limitation, the financial information described in Section 10) to make informed decisions about the content and approval of the DDA. The City will work with the Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on the City by the Public Records Act (Government Code Sections 6253, et seq.). The Developer acknowledges that the City may, subject to the limitations set forth in the preceding sentence, share information provided by the Developer of a financial and potential proprietary nature with third party consultants and City Council members as part of the negotiation and decision making process. If this Agreement is terminated without the execution of a DDA, the City shall return to the Developer any information submitted by the Developer under this Agreement.

10. Schedule of Performance. During the Negotiating Period, the Developer and City will complete initial work and studies as described in Exhibit B. Following the Negotiating Period, the Developer shall provide the City with a detailed schedule of performance for the Project which shall include, but not be limited to: a plan setting forth the proposed timeline for the preparation of development concepts, community outreach, and planning and environmental review/approval.

11. Progress Reports. Each Party on a monthly basis shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Project.

TENTATIVE WORK PLAN

CITY

- Begin environmental documentation required by the California Environmental Quality Act (“CEQA”);
- Facilitate meeting to review submittal for Planned Development Zoning, Planning and Development Permits and Tentative Map Application and circulation of Draft CEQA Analysis;
- Provide confirmation of all applicable City fees and waivers, including parks fees;
- Arrange meetings for the negotiation of the DDA;
- Schedule Planning Commission Hearing;
- Schedule City Council Hearing;
- Provide City financing documentation for public finance applications; and
- Other tasks as appropriate to meet project goals.

DEVELOPER (During Negotiation Period of ENA)

- Prepare a Scope of Development and Proposed Site Plan describing location and land uses of the proposed Project;
- Prepare detailed Schedule of Performance for the Project and key partners;
- Submit a detailed pro forma and begin negotiating a Term Sheet to discuss and evaluate the financial and operational components, including any requirements pertaining to the applicability of any prevailing wage requirements;
- Provide the City with organizational documents as well as an organization chart outlining key personnel’s roles and responsibilities;
- Identify key stakeholders; Conduct and document Project Community Meetings for public input on site design and operations;
- Preliminary Analysis of toxic and hazardous waste conditions throughout the Property;
- Preliminary Analysis of geotechnical conditions of site surface and subsurface;

DEVELOPER (Post execution of DDA)

- Assessment of traffic and parking issues/constraints that may affect site development;
- Assessment of major public and private utility capacities and connections for providing service to the Project;
- Assessment of site drainage and waterway issues that may affect site development;
- Submit Preliminary Planning Application
- Discuss with the City any subsequent deposits necessary, to offset the costs for retention of further consultants;
- Review of any site easements or other use restrictions that may affect site development;
- Create Construction drawings;
- Review of Title as it may affect site development and financing of development;
- Obtain Planning and Development permits and tentative map;
- Pursue necessary financing commitments; and
- Other tasks as appropriate to meet project goals.

**AMENDMENT NO. 1
TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into on this 14th day of DECEMBER 2020, ("Effective Date") by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and Habitat for Humanity East Bay/Silicon Valley, Inc., a California Non-Profit Corporation ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Exclusive Negotiating Rights Agreement" dated April 9, 2019 and fully executed on June 17, 2019 (the "Original Agreement").
- B. The City is the owner of a .69-acre parcel of real property in the City of Santa Clara located at 3575 De La Cruz Boulevard (APN 101-15-049) (the "Property"). The Developer has proposed to develop the Property with 13 units of affordable ownership housing, including mixed-income townhomes and flats (the "Project"). The entire project is proposed to be affordable to households with income between 60% and 120% of Area Median Income (AMI).
- C. The Original Agreement established procedures and standards for the negotiation by the City and the Developer of a Disposition and Development Agreement (the "DDA") pursuant to which the Developer will conduct specified development activities related to the Property.
- D. The Original Agreement provided a Negotiating Period of 18 months, which is set to expire on December 17, 2020. The Original Agreement also authorized two extensions of six (6) months each, upon presentation of a written request by the Developer, and provided that an amendment to the Original Agreement was executed by the Developer and the City Manager.
- E. On November 12, 2020, the Developer submitted a written request for the first six-month extension. Through this Amendment No. 1, the Parties intend to approve that first six-month extension.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Original Agreement, entitled "Negotiating Period," is hereby deleted and replaced in its entirety to read as follows:

"2. Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be eighteen (18) months, commencing on the date this Agreement is fully executed, for an initial Negotiating Period of June 17, 2019 to December 17, 2020. The parties have mutually agreed to extend the negotiating period for six (6) months, commencing on December 17, 2020 and terminating at 11:59 p.m. on June 17, 2021.

The Developer may request an additional six (6) month extension by submitting a written request together with a schedule of tasks to be accomplished during the additional period. Granting of such extension shall be at the discretion of the City Manager and shall only be effective upon the execution of a subsequent amendment to the Agreement.

If a DDA has not been executed by the City and the Developer (or its affiliate) by June 17, 2021, and no additional extension has been approved through an additional amendment to this Agreement, then this Agreement shall terminate and no party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 11. If a DDA is executed by the City and the Developer (or its affiliate), then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA."

2. Except as set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.
3. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 12/14/2020



BRIAN DOYLE
City Attorney



or DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.
a California non-profit corporation

Dated: 12-12-14

By: 

JANICE JENSEN
President & CEO
2619 Broadway
Oakland, CA 94612

jjensen@HabitatEBSV.org
Telephone: (510) 251-6304
Fax: (510) 251-6309

"DEVELOPER"

**AMENDMENT NO. 2
TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into on this 12th day of JULY, 2021, ("Effective Date") by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and Habitat for Humanity East Bay/Silicon Valley, Inc., a California Non-Profit Corporation ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Exclusive Negotiating Rights Agreement" dated April 9, 2019 and fully executed on June 17, 2019 (the "Original Agreement").
- B. The Parties previously entered into an agreement entitled "Amendment No. 1 To The Exclusive Negotiating Rights Agreement" dated December 17, 2020 (First Amendment).
- C. The City is the owner of a .69-acre parcel of real property in the City of Santa Clara located at 3575 De La Cruz Boulevard (APN 101-15-049) (the "Property"). The Developer has proposed to develop the Property with 13 units of affordable ownership housing, including mixed-income townhomes and flats (the "Project"). The entire project is proposed to be affordable to households with income between 60% and 120% of Area Median Income (AMI).
- D. The Original Agreement established procedures and standards for the negotiation by the City and the Developer of a Disposition and Development Agreement (the "DDA") pursuant to which the Developer will conduct specified development activities related to the Property.
- E. The Original Agreement provided a Negotiating Period of 18 months, which is set to expire on December 17, 2020. The Original Agreement also authorized two extensions of six (6) months each, upon presentation of a written request by the Developer, and provided that an amendment to the Original Agreement was executed by the Developer and the City Manager.
- F. The First Amendment to Agreement provided a six (6) month extension which is set to expire on June 17, 2021. The Original Agreement authorizes one more extension of six (6) months.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the First Amendment Agreement, entitled "Negotiating Period," is hereby deleted and replaced in its entirety to read as follows:

"2. Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be eighteen (18) months, commencing on the date this Agreement is fully executed, for an initial Negotiating Period of June 17, 2019 to December 17, 2020. The parties mutually agreed to extend the negotiating period for six (6) months, commencing on December 17, 2020 and terminating at 11:59 p.m. on June 17, 2021. The parties have mutually agreed to a second extension of the negotiating period for six (6) months, commencing on the date this Amendment is fully executed and terminating at 11:59 p.m. on December 30, 2021.

If a DDA has not been executed by the City and the Developer (or its affiliate) by December 30, 2021, and no additional extension has been approved through an additional amendment to this Agreement, then this Agreement shall terminate and no party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 11. If a DDA is executed by the City and the Developer (or its affiliate), then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA."

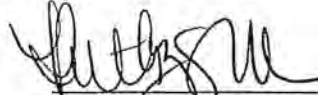
2. Except as set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement, Amendment No. 1, or this Amendment No. 2, the provisions of this Amendment No. 2 shall control.
3. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 7/12/2021



BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.
a California non-profit corporation

Dated: 6/30/2021

By: 

JANICE JENSEN
President & CEO

2619 Broadway
Oakland, CA 94612

jjensen@HabitatEBSV.org
Telephone: (510) 251-6304
Fax: (510) 251-6309

"DEVELOPER"

**AMENDMENT NO. 3
TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.**

PREAMBLE

This agreement ("Amendment No. 3") is entered into on this _____ day of _____, 2021, ("Effective Date") by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and Habitat for Humanity East Bay/Silicon Valley, Inc., a California Non-Profit Corporation ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Exclusive Negotiating Rights Agreement" dated April 9, 2019 and fully executed on June 17, 2019 (the "Original Agreement").
- B. The Parties previously entered into an agreement entitled "Amendment No. 1 To The Exclusive Negotiating Rights Agreement" dated December 17, 2020 (First Amendment).
- C. The Parties previously entered into an agreement entitled "Amendment No. 2 to the Exclusive Negotiating Rights Agreement" dated July 12, 2021 (Second Amendment).
- C. The City is the owner of a .69-acre parcel of real property in the City of Santa Clara located at 3575 De La Cruz Boulevard (APN 101-15-049) (the "Property"). The Developer has proposed to develop the Property with 13 units of affordable ownership housing, including mixed-income townhomes and flats (the "Project"). The entire project is proposed to be affordable to households with income between 60% and 120% of Area Median Income (AMI).
- D. The Original Agreement established procedures and standards for the negotiation by the City and the Developer of a Disposition and Development Agreement (the "DDA") pursuant to which the Developer will conduct specified development activities related to the Property.
- E. The Original Agreement provided a Negotiating Period of 18 months, which expired on December 17, 2020.
- F. The First Amendment to Agreement provided a six (6) month extension which expired on June 17, 2021.
- G. The Second Amendment to Agreement provided a six (6) month extension which is set to expire on December 30, 2021.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Second Amendment Agreement, entitled "Negotiating Period," is hereby deleted and replaced in its entirety to read as follows:

"2. Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be eighteen (18) months, commencing on the date this Agreement is fully executed, for an initial Negotiating Period of June 17, 2019 to December 17, 2020. The parties mutually agreed to extend the negotiating period for six (6) months, commencing on December 17, 2020 and terminating at 11:59 p.m. on June 17, 2021. The parties mutually agreed to a second extension of the negotiating period for six (6) months, terminating at 11:59 p.m. on December 30, 2021. The parties have mutually agreed to a third extension of the negotiating period for six (6) months, commencing on December 30, 2021 and terminating at 11:59 p.m. on June 30, 2022. This date may be extended for a period of an additional six (6) months upon presentation of a written request from the Developer together with a schedule of tasks to be accomplished during the additional period. Granting of such extension shall be at the discretion of the City Manager and shall only be effective upon the execution of an amendment to this agreement.

If a DDA has not been executed by the City and the Developer (or its affiliate) by June 30, 2022, and no additional extension has been approved through an additional amendment to this Agreement, then this Agreement shall terminate and no party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 11. If a DDA is executed by the City and the Developer (or its affiliate), then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA."

2. Except as set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement, Amendment No. 1, Amendment No. 2, or this Amendment No. 3, the provisions of this Amendment No. 3 shall control.
3. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

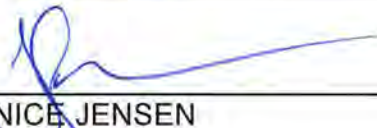
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.
a California non-profit corporation

Dated: 11/18/2021

By: _____


JANICE JENSEN
President & CEO

2619 Broadway
Oakland, CA 94612

jjensen@HabitatEBSV.org
Telephone: (510) 251-6304
Fax: (510) 251-6309

"DEVELOPER"



Agenda Report

21-1620

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Adoption of a Resolution Recognizing and Supporting the Amah Mutsun Tribal Band in Protecting Their Sacred Lands of Juristac from Development by Public or Private Entities, and Instruct the Mayor to Send a Letter to Santa Clara County

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

BACKGROUND

At the October 19, 2021 City Council meeting, Councilmember Jain presented a petition asking the Council to pass a resolution asking the County of Santa Clara to reject a conditional use permit for the Sargent Ranch Quarry and to preserve an area known as Juristac located in south Santa Clara County as open space. The cities of Morgan Hill and Santa Cruz have passed similar resolutions. In addition, numerous elected officials and organizations have signed a Statement of Opposition to Sargent Ranch Quarry, and letters of support for protecting Juristac have been submitted by faculties of numerous colleges and universities, including a group of 279 faculty and staff and 90 students at Santa Clara University.

The petition also stated that the City of Santa Clara has demonstrated regional leadership in protecting Indigenous cultural heritage sites in the past by preserving the Tamyen Ohlone village site of Ulistac. A 2016 ballot measure amended the City Charter to prevent development or sale of city-owned parks, including Ulistac Natural Area, which received 90% voter support. Therefore, the petition stated that it is appropriate for the City of Santa Clara to continue its leadership in protecting Indigenous cultural heritage sites such as Ulistac and Juristac.

DISCUSSION

The Amah-Mutsun Tribal Band of Ohlone/Costanoan (Amah Mutsun Tribal Band) Indians of Santa Cruz, Monterey, San Benito, Santa Clara, San Mateo, and San Francisco Counties are among the surviving aboriginal Native American lineages of this region and have demonstrated their cultural heritage, Native American identity, and tribal continuity through maintaining a rich oral history. Juristac, also known as Sargent ranch, is a territory that covers the southern hills of the Santa Cruz Mountains, above the Pajaro and San Benito Rivers. This territory has been a spiritual ground where the Amah Mutsun people gather as a community and celebrate sacred ceremonies.

The current owner of the Juristac/Sargent Ranch property, San Diego-based Debt Acquisition Company of America (DACA), has submitted an application to the County of Santa Clara for a sand and gravel open-pit mining operation on 320 acres of pristine hillside grassland at Juristac. According to documents filed with the County, the Sargent Ranch Quarry would operate for 30 years, would dig 4 pits hundreds of feet deep,

and would pump about 76,000 gallons of groundwater per day for quarry operations. The quarry would permanently alter the Juristac landscape, including the creation of deep quarry pits and altering the landscape through the construction of truck haul roads, conveyor belts, and a 14-acre processing plant.

The Amah-Mutsun Tribal Band has expressed opposition to the creation of this quarry and the destruction of their tribal lands, and have asked local jurisdictions to join them in opposing development on their sacred lands. Recognizing the City of Santa Clara's regional leadership in protecting Indigenous cultural heritage sites in the past by preserving the Tamyen Ohlone village site of Ulistac, Councilmember Jain has requested that the City consider supporting the Amah-Mutsun Tribal Band through adoption of a resolution in opposition of the development of the Sargent Quarry Project on the sacred Juristac lands of the Amah-Mutsun Tribal Band and instructing the Mayor to write a letter of opposition to the Santa Clara County Supervisors office.

The City of Santa Clara promotes sustainability and environmental leadership. The protection of cultural resources and open space areas are an important environmental consideration as defined in the California Environmental Quality Act (CEQA). It is a goal of the City of Santa Clara, as outlined in the 2010-2035 General Plan, to protect and preserve cultural resources, as well as archaeological sites [General Plan Goal 5.6.3-G 1]. The City also aspires to advance leadership in sustainability through initiatives and efforts that include support for regional open space and habitat preservation, protection of air and water quality, and the dedication of public trails. The City's General Plan names the Santa Clara Valley Habitat Conservation Plan as part of the City's vision of regional land use and transportation planning and coordination [General Plan Section 6.2.2]. The City of Santa Clara has demonstrated its commitment, to the protection and preservation of Indigenous cultural heritage sites through its preservation of the 40-acre Ulistac Natural Area, a historic Tamyen Ohlone cultural site located within the city limits. The City of Santa Clara further supports the rights of Indigenous peoples to access, maintain, and protect their religious and cultural sites, as enshrined in Article 12 of the United Nations Declaration on the Rights of Indigenous Peoples.

Sargent Ranch/Juristac is an open space area of exceptional regional significance and habitat value as recognized by the Santa Clara Valley Habitat Agency, the Santa Clara Valley Open Space Authority, and regional conservation organizations, and is of such significance as to bring benefit to the City of Santa Clara as well as the region as a whole. The Sargent Ranch area is identified in the Santa Clara Valley Habitat Conservation Plan and other regional habitat connectivity studies as a critically important wildlife corridor linking the Santa Cruz Mountains, Gabilan Mountains, and Diablo Range.

Adoption of the Resolution and the subsequent communication to the County would be consistent with adopted City policy and prior actions taken by the City of Santa Clara to protect cultural resources and open space areas and to advocate for environmentally beneficial land use.

ENVIRONMENTAL REVIEW

This action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense to prepare this report.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Adopt a Resolution Recognizing and Supporting the Amah Mutsun Tribal Band in Protecting Their Sacred Lands of Juristac from Development by Public or Private Entities, and Instruct the Mayor to Send a Letter to Santa Clara County.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. 10-19-21 City Council Meeting Post Meeting Material - Correspondence
2. Resolution

10/19/21

Item 12B

Julie Minot

From: Alice Kaufman <alice@greenfoothills.org>
Sent: Friday, October 15, 2021 2:50 PM
To: Mayor and Council; Lisa Gillmor; Kathy Watanabe; Karen Hardy; Sudhanshu Jain; Raj Chahal; Kevin Park; Anthony Becker
Cc: Val Lopez; Ally Arganbright; Cat Wilder; Michelle Glowa; Alexii Sigona
Subject: Re: Agenda Item 12B -- 10/19/21 City Council meeting
Attachments: Santa Clara Resolution - Draft.docx; Statement of Opposition to Sargent Ranch Quarry.docx; GreenFoothills_JuristacResolution_SantaClaraCityCouncil_10.19.21.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor Gillmor and Councilmembers,

Attached is a letter from Green Foothills in support of Agenda Item 12B on next Tuesday's Council agenda ("Action on a Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch").

The proposed Sargent Ranch Quarry would destroy the landscape of Juristac, which is the most sacred place for the Amah Mutsun Tribal Band and the site where spiritual ceremonies were held for thousands of years. Juristac is also a critical wildlife corridor that is vital to the continued survival of mountain lions and other species in the Santa Cruz Mountains.

Councilmember Jain's petition asks the Council to pass a resolution calling for Juristac to be preserved as open space. The cities of [Morgan Hill](#) and [Santa Cruz](#) have already passed similar resolutions (see [related news articles](#)). In addition, numerous elected officials and organizations have signed a Statement of Opposition to Sargent Ranch Quarry (attached), and [letters of support for protecting Juristac](#) have been submitted by faculties of numerous colleges and universities, including [Santa Clara University](#).

Further information, including a map of the proposed quarry site, is included in the attached letter. Also attached is a **proposed draft of a potential resolution** for the Council to consider.

Please contact alice@greenfoothills.org or vlopez@amahmutsun.org if you have any questions or if you wish to schedule a meeting to discuss this issue. Thank you for your consideration.



Alice Kaufman (Pronouns: She/Her/Hers)
 Legislative Advocacy Director
 Green Foothills | (650) 968-7243 x313 | greenfoothills.org
Learn how to be a more effective environmental advocate!
[Apply to Green Foothills' Leadership Academy, Deadline 10/30.](#)



POST MEETING MATERIAL

RESOLUTION NO. 21-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA CLARA IN SUPPORT OF THE EFFORTS OF THE AMAH
MUTSUN TRIBAL BAND TO PRESERVE SARGENT
RANCH/JURISTAC AS OPEN SPACE**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara is located within the ancestral lands of Tamyen-speaking Ohlone peoples, whose descendants today belong to the Muwekma Ohlone Tribe, Amah Mutsun Tribal Band and other tribal nations;

WHEREAS, the City of Santa Clara supports the efforts of the Indigenous peoples of our region to heal from historical trauma, regain access to their sacred cultural heritage sites and restore their cultural and spiritual traditions;

WHEREAS, the Debt Acquisition Company of America, doing business as Sargent Ranch Management Company, has applied to the County of Santa Clara for a conditional use permit for a proposed sand and gravel mining operation with aggregate processing facilities on approximately 320 acres of Sargent Ranch, within an area known as Juristac to the Amah Mutsun Tribal Band;

WHEREAS, Juristac is the location of numerous historic ceremonial and sacred sites, comprising a landscape of paramount cultural and spiritual importance to the Amah Mutsun Tribal Band;

WHEREAS the Amah Mutsun Tribal Band maintains that the 320 acres of proposed mining pits, overburden piles, roads, and processing facilities would irreparably harm Mutsun cultural resources, landscape features, and the spiritual integrity of Juristac;

WHEREAS, the Tribal Council of the Amah Mutsun Tribal Band has taken a unanimous stand in opposition to the Sargent Quarry Project and is requesting the support of surrounding communities in efforts to protect their sacred grounds;

WHEREAS, in January and February of 2020 respectively, the city councils of the City of Morgan Hill and City of Santa Cruz unanimously adopted resolutions supporting the efforts of the Amah Mutsun Tribal Band to preserve the entirety of Juristac as open space;

WHEREAS, in June of 2020, a group of 279 faculty and staff and 90 students of Santa Clara University submitted a letter to the Santa Clara County Board of Supervisors and Planning Commission urging the County to deny the approval of mining permits for the proposed Sargent Quarry and supporting the efforts of the Amah Mutsun Tribal Band to protect Juristac;

WHEREAS, Sargent Ranch/Juristac is an open space area of exceptional regional significance and habitat value as recognized by the Santa Clara Valley Habitat Agency, the Santa Clara Valley Open Space Authority, and regional conservation organizations;

WHEREAS, the Sargent Ranch area is identified in the Santa Clara Valley Habitat Conservation Plan and other regional habitat connectivity studies as a critically important wildlife corridor linking the Santa Cruz Mountains, Gabilan Mountains, and Diablo Range;

WHEREAS, the City of Santa Clara's 2010-2035 General Plan names the Santa Clara Valley Habitat Conservation Plan as part of the City's vision of regional land use and transportation planning and coordination [6.2.1];

WHEREAS, the City of Santa Clara aspires to advance leadership in sustainability through initiatives and efforts that include support for regional open space and habitat preservation, protection of air and water quality, and the dedication of public trails;

WHEREAS, as demonstrated by the City of Santa Clara's efforts to preserve and steward the 40-acre *Ulistac Natural Area*, a historic Tamyen Ohlone cultural site located within city limits, the City supports the protection and preservation of Indigenous cultural heritage sites;

WHEREAS, it is a goal of the City of Santa Clara, as outlined in the 2010-2035 General Plan, to protect and preserve cultural resources, as well as archaeological sites [5.6.3-G1]; and

WHEREAS, the City of Santa Clara supports the rights of Indigenous peoples to access, maintain, and protect their religious and cultural sites, as enshrined in Article 12 of the United Nations Declaration on the Rights of Indigenous Peoples.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council of the City of Santa Clara supports the efforts of the Amah Mutsun Tribal Band to preserve Sargent Ranch/Juristac as open space in perpetuity and to regain access to their cultural and spiritual sites at Juristac.
2. That the City Council of the City of Santa Clara urges the County of Santa Clara to deny approval of permits for the proposed Sargent Quarry Project.

Statement of Opposition to Sargent Ranch Quarry Proposal

We oppose the proposed sand and gravel quarry at Sargent Ranch (Juristac). This land is of immense biological and cultural importance to our entire region, and should be preserved for conservation. We urge the County of Santa Clara not to allow this unique place to be developed with a quarry.

Signed:

Elected officials:

Assemblymember Marc Berman
Assemblymember Ash Kalra
Assemblymember Mark Stone
Los Gatos Council Member Rob Rennie
Los Gatos Council Member Marico Sayoc
Morgan Hill Mayor Rich Constantine
Morgan Hill Mayor Pro Tem Yvonne Martínez Beltrán
Morgan Hill Council Member Rene Spring
Santa Cruz County Supervisor Ryan Coonerty
Santa Cruz County Supervisor John Leopold
San Jose Councilmember Sylvia Arenas
San Jose Councilmember Magdalena Carrasco
San Jose Councilmember Sergio Jimenez
San Jose Councilmember Raul Peralez

Community leaders:

Ann Ravel, former Commissioner of the Federal Election Commission (FEC)
Blanca Alvarado, former Santa Clara County Supervisor
Margie Matthews, former San Jose Councilmember
Rose Amador LeBeau, Native Voice TV

Organizations in Santa Clara County:

350 Silicon Valley
ACLU Foundation of Northern California
Amah Mutsun Land Trust
Bay Area for Clean Environment (BACE)
California Native Plant Society – Santa Clara Valley Chapter

Calpulli Tonalequeh Aztec Dance
CARAS – Community Agency for Resources, Advocacy and Service
Center for Biological Diversity
Citizens Committee to Complete the Refuge
Dean Democratic Club of Silicon Valley
Divest Silicon Valley
Extinction Rebellion South Bay
First Unitarian Church (FUCSJ) of San Jose
Gilroy Historical Society
Grassroots Ecology
Green Foothills
Green Party of Santa Clara County
Greenbelt Alliance
Jewish Voice for Peace South Bay
La Raza Roundtable
Mothers Out Front Capital Region
Mothers Out Front South Bay
Native Voice TV
Orchard City Indivisible – Environmental Justice Working Group
Red Earth Women’s Society
Santa Clara County Democratic Party
Santa Clara Valley Audubon Society
Sierra Club Loma Prieta Chapter
Silicon Valley Democratic Socialists of America
Silicon Valley Young Democrats
Silicon Valley Youth Climate Strike
South Bay Indigenous Solidarity
South Bay Pachamama Alliance
St. Mark’s Episcopal Church Santa Clara
Stanford Undergraduate Senate
SURJ (Showing Up for Racial Justice) at Sacred Heart

Organizations in Santa Cruz County:

Extinction Rebellion Santa Cruz
Friends of Juristac
Jewish Voice for Peace Santa Cruz
Sanctuary Santa Cruz
Santa Cruz Democratic Socialists of America
Santa Cruz Sunrise
Santa Cruz Tenant Power

Santa Cruz branch Women's International League for Peace and Freedom, EarthDemocracy
committee

Sierra Club Ventana Chapter, Santa Cruz Group

Wisdom Center of Santa Cruz

Yeashore Community



October 15, 2021

Santa Clara City Council
1500 Warburton St.
Santa Clara, CA 95050

Re: Agenda Item 12B: "Action on a Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch," 10/19/21 Agenda

Dear Mayor Gillmor and Councilmembers,

Green Foothills¹ respectfully requests that the Council approve Agenda Item 12B: "Action on a Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch" to be put on a future Council agenda.

Councilmember Jain's petition states as follows:

The Debt Acquisition Company of America (DACA) owns Sargent Ranch which is 6500 acres of nearly pristine open space which encompasses Juristac, considered by the Amah Mutsun Tribal Band to be a very sacred space which held healing ceremonies and dances for centuries.

DACA has applied to the County of Santa Clara for a conditional use permit to build and operate a 320 acre sand and gravel quarry at Sargent Ranch. This quarry will violate the serenity of this place which is also a critical wildlife corridor.

The Amah Mutsun Tribal Band and Greenbelt Alliance are asking Santa Clara to pass a resolution asking the County to reject the use permit and to preserve Juristac as open space. The cities of Morgan Hill and Santa Cruz have already passed similar resolutions. Also a group of 279 staff and faculty and 90 students at SCU have signed a letter to deny the mining permits.

¹ Green Foothills is a nonprofit organization working to protect open space, farmland, and natural resources in San Mateo and Santa Clara Counties for the benefit of all through advocacy, education, and grassroots action. We have thousands of members in the area, including in the City of Santa Clara. Green Foothills is working with the Amah Mutsun Tribal Band in the effort to protect Juristac.



Background

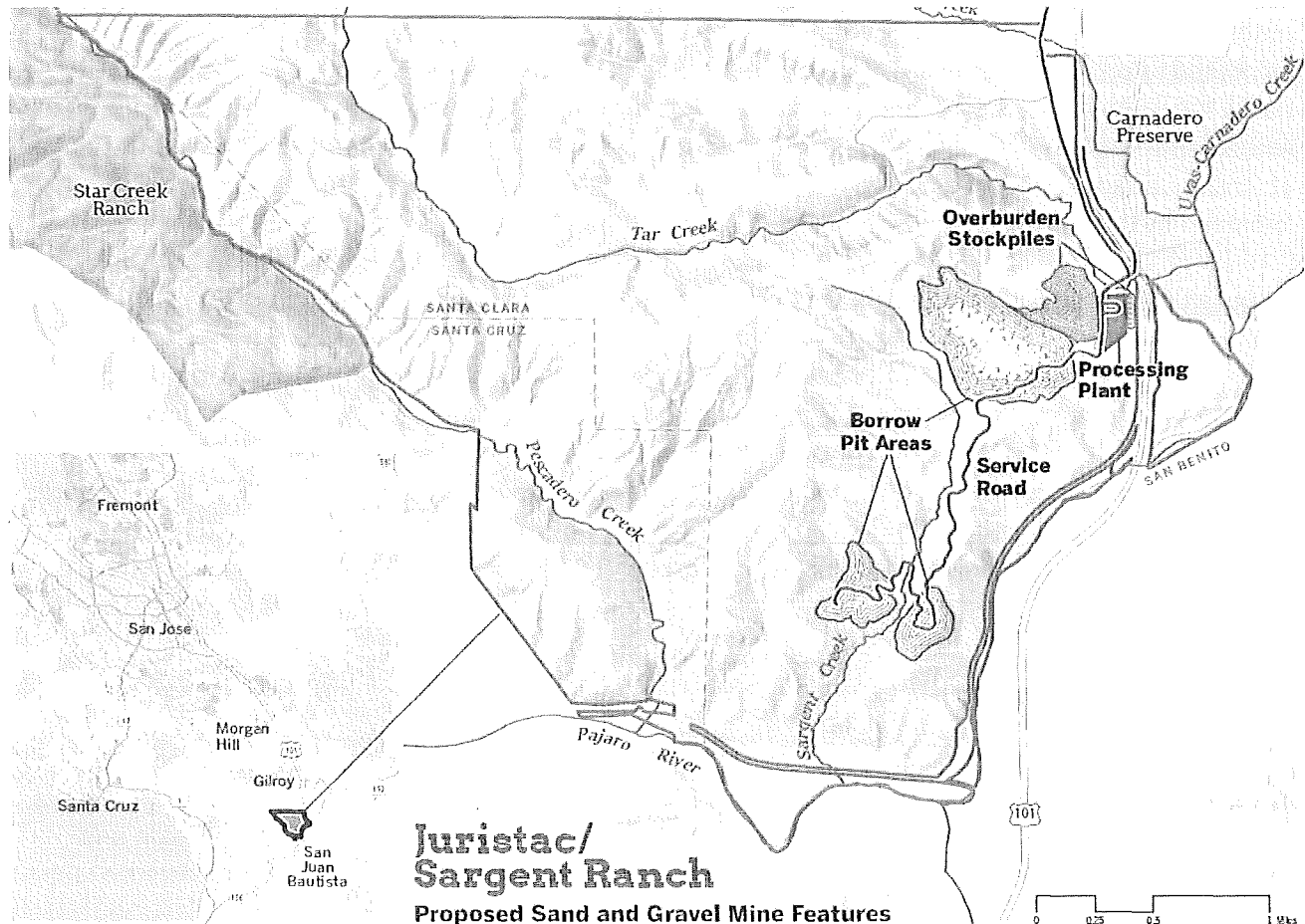
As stated in Councilmember Jain's petition, Juristac is a landscape that is the most sacred site for the Amah Mutsun Tribal Band. The portion of Juristac known today as Sargent Ranch encompasses 6500 acres located at the very southern border of Santa Clara County, southwest of Gilroy (see image below). For thousands of years, the Amah Mutsun people held sacred ceremonies at this location -- the home of a powerful spiritual being known as Kuksui. Juristac translates to "Place of the Big Head,"² and the Big Head dances associated with Kuksui and other healing and renewal ceremonies took place here over the centuries. Juristac was a gathering place for many tribes in the area, and its spiritual and cultural significance is unique in our region. For more details on the history and the cultural and spiritual significance of Juristac, please visit ProtectJuristac.org.

In addition, Juristac is a critical wildlife corridor that links the Santa Cruz Mountains to the Gabilan Range to the south and the Diablo Range to the east. This area has been identified as an important migration route in all habitat connectivity assessments for the region since the year 2000.³ The Santa Clara Valley Habitat Agency recognizes several landscape linkages running through the Sargent Ranch property (linkages 12, 18, 19 and 20 on [this map](#)). The Santa Clara Valley Open Space Authority considers the "Sargent Hills" area to be one of its top 10 conservation focus areas (number 8 on [this map](#)).

The current owner of the property, the San Diego-based Debt Acquisition Company of America (DACA), has submitted an application to the County of Santa Clara for a sand and gravel open-pit mining operation on 320 acres of pristine hillside grassland at Juristac. According to documents filed with the County, the Sargent Ranch Quarry would operate for 30 years, would dig 4 pits hundreds of feet deep, and would pump about 76,000 gallons of groundwater per day for quarry operations. The quarry would permanently alter the Juristac landscape, turning hillsides into deep pits and scarring the landscape with truck haul roads, conveyor belts, and a 14-acre processing plant. Further information about the quarry proposal can be found [on the County website](#).

² The syllable "-tac" in Ohlone languages means "place of," which is why some place names in this region contain this syllable (e.g. Ulistac Natural Area in Santa Clara).

³ See, e.g., Penrod K, Hunter R, Merrifield M (2001) **Missing Linkages: Restoring Connectivity to the California Landscape**. South Coast Wildlands Project, Los Angeles; Spencer, W.D., Beier, P., Penrod, K., Parisi, M., Pettler, A., Winters, K., Stritholt, J., Paulman, C. and Rustigian-Romsos, H., 2010, **California Essential Habitat Connectivity Project: A strategy for conserving a connected California**, report prepared for California Department of Transportation and California Department of Fish and Game; Bay Area Open Space Council 2011, **The Conservation Lands Network: San Francisco Bay Area Upland Habitat Goals Project Report**, Berkeley, CA; Penrod, K., Garding, P.E., Paulman, C., Beier, P., Weiss, S., Schaefer, N., Branciforte, R. and Gaffney, K., 2013, **Critical Linkages: Bay Area & Beyond**, produced by Science & Collaboration for Connected Wildlands, Fair Oaks, CA [www.scwildlands.org], in collaboration with the Bay Area Open Space Council's Conservation Lands Network [www.BayAreaLands.org].



The ecological impact of the proposed Sargent Ranch sand and gravel mine on Juristac would be severe for species such as mountain lions, which depend on the ability to migrate through this site for healthy population dynamics. Heavy industry such as mining causes disruption to animal movement due not only to the disturbed footprint of the project but also due to the daily noise and heavy vehicle activity, which can drive away sensitive wildlife species and prevent them from utilizing their usual migration routes. In this case, the proposed footprint of the mining operation lies directly across the main migration route for animals out of the Santa Cruz Mountains. Highway 101 is a significant barrier for wildlife movement, and there are only a few undercrossings beneath the highway where animals can travel. Since the proposed sand mine would potentially operate for 30 years or more, the continuing impact on the viability of these animal populations in the Santa Cruz Mountains could be severe and irremediable.



In addition, the Sargent Ranch Quarry could severely impact the local watershed. According to project plans filed with the County of Santa Clara, the quarry pits would excavate the hillsides on both sides of Sargent Creek. This creek is a tributary to the Pajaro River, which is already heavily impacted from runoff and illegal dumping. The Sargent Creek watershed encompasses over 1200 acres and is estimated to provide hundreds of acre-feet of groundwater recharge and runoff. If the pits excavate below the water table, the integrity of the Sargent Creek watershed would be affected and its ability to recharge groundwater significantly impaired. Sargent Creek supports a rare stream-dwelling population of California red-legged frogs, a federally listed threatened species, which could be significantly impacted by the disruption, increased sediment, and other impacts to the creek and the watershed.

Request for a Council Resolution Calling for Protection of Juristac

Councilmember Jain's petition asks the Council to pass a resolution asking the County to reject the conditional use permit for Sargent Ranch Quarry and to preserve Juristac as open space. The cities of Morgan Hill and Santa Cruz have already passed similar resolutions (see related news articles). In addition, numerous elected officials and organizations have signed a Statement of Opposition to Sargent Ranch Quarry, and letters of support for protecting Juristac have been submitted by faculties of numerous colleges and universities, including a group of 279 faculty and staff and 90 students at Santa Clara University.

The city of Santa Clara has demonstrated regional leadership in protecting Indigenous cultural heritage sites by preserving the Tamyen Ohlone village site of Ulistac. Green Foothills strongly supported the 2016 ballot measure amending the city charter to prevent development or sale of city-owned parks, including Ulistac Natural Area, which received 90% voter support. It is appropriate for the city of Santa Clara to continue its leadership in protecting Indigenous cultural heritage sites such as Ulistac and Juristac.

Please vote to put this resolution on a future Council agenda. Thank you for your attention to these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Alice Kaufman", with a long, sweeping flourish extending to the right.

Alice Kaufman
Legislative Advocacy Director, Green Foothills

10/19/21

Item 12B

Julie Minot

From: Tedde Simon <tsimon@aclunc.org>
Sent: Friday, October 15, 2021 3:01 PM
To: Mayor and Council; Lisa Gillmor; Kathy Watanabe; Raj Chahal; Karen Hardy; Kevin Park; Sudhanshu Jain; Anthony Becker
Cc: Valentin Lopez; Alice Kaufman
Subject: Re: Agenda Item 12B -- 10/19/21 City Council meeting
Attachments: 2021.10.15 ACLUNC Letter to Santa Clara City Council re Juristac Resolution.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor Gillmor and members of the Santa Clara City Council,

Please find, attached, a letter from the American Civil Liberties Union Foundation of Northern California urging your support of Agenda Item 12B on the Council's Agenda for its October 19, 2021, public meeting, the "Action on a Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch."

Thank you for your consideration,

Tedde Simon :: Navajo :: she/her/hers
Racial & Economic Justice Program, Indigenous Justice Advocate
ACLU Foundation of Northern California
39 Drumm Street | San Francisco, CA 94111
office: 415-293-6324 | tsimon@aclunc.org

POST MEETING MATERIAL



Northern
California

Transmitted via Electronic Mail
October 15, 2021

Mayor Lisa M. Gillmor
lgillmor@santaclaraca.gov
Councilmember Kathy Watanabe
kwatanabe@santaclaraca.gov
Councilmember Raj Chahal
rchahal@santaclaraca.gov
Councilmember Karen Hardy
khardy@santaclaraca.gov
Councilmember Kevin Park
kpark@santaclaraca.gov
Councilmember Sudhanshu Jain
sjain@santaclaraca.gov
Councilmember Anthony J. Becker
abecker@santaclaraca.gov
City of Santa Clara
Council Chamber Building
1500 Warburton Ave.
Santa Clara, CA 95050
MayorandCouncil@santaclaraca.gov

Re: Agenda Item 12B: “Action on a Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch,” 10/19/21 Agenda

Dear Mayor Gillmor and members of the Santa Clara City Council,

The American Civil Liberties Union Foundation of Northern California (“ACLU NorCal”) submits this letter to express support of the “Action on a Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch” (Agenda Item 12B on the Council’s Agenda for its October 19, 2021 public meeting).¹

The ACLU supports and defends the rights of all Native American peoples to retain their specific and unique cultural and religious traditions and practices. The future existence of Tribes across

¹ Hereinafter referred to as “Juristac Resolution”

American Civil Liberties Union of Northern California

EXECUTIVE DIRECTOR Abdi Soltani • BOARD CHAIR Farah Brelvi

SAN FRANCISCO OFFICE: 39 Drumm St. San Francisco, CA 94111

FRESNO OFFICE: PO Box 188 Fresno, CA 93707 • SACRAMENTO METRO OFFICE: PO Box 189070 Sacramento, CA 95816

TEL (415) 821-2493 • FAX (415) 255-1478 • TTY (415) 883-7832 • WWW.ACLUNC.ORG

our country depends ultimately upon secure and permanent land bases, and the rights of self-determination necessary to preserve traditional customs and ways of life.² Self-determination, religious freedom, and cultural survival are intimately tied to protection of sacred sites. There can be no religious freedom if the foundation for the practice of the religion in question has been destroyed.

The future survival and vitality of the ancestral people of these lands, represented by the Amah Mutsun Tribal Band, is largely tied to preservation of the sanctity of Juristac. To destroy this site would be to continue the long and ugly history of the nation and the state of California, which was founded on the forced removal, enslavement, and genocide of Indigenous peoples.³ As our state's first Governor, Peter Burnett, put it bluntly in his 1851 address to the Legislature: "[t]hat a war of extermination will continue to be waged between the two races until the Indian race becomes extinct must be expected."

California's treatment of its original inhabitants was shockingly violent. After the brutal Mission system enslaved and took the lives of thousands of Indigenous peoples, the state sanctioned and funded massacres against Indigenous peoples—authorizing \$1.29 million in 1850's dollars to pay for the militia campaigns that amounted to genocide.⁴ In addition to this brutality, California Indians were subjected to repugnant laws and policies. For example, the 1850 "Act for the Governance and Protection of Indians" made the enslavement of California Indians legal and fueled the kidnapping and trafficking of Native American children into indentured servitude. Furthermore, the State of California and the U.S. federal government destroyed sacred places and prohibited traditional and cultural practices by law.

Native peoples—who stood in the way of the rich bounty that California's diverse natural beauty signified for newcomers—were forcefully removed from and dispossessed of their ancestral lands.

Through treaties and other agreements, the United States federal government acknowledged Indian Tribes' existence as sovereign nations predating the existence of the US as a nation, and entered into government-to-government relationships with Tribes. In exchange for vast swaths of ancestral territory—nearly the entire country—and often upon forced removal to distant, barren lands, the

² ACLU Bd. Pol'y 313; ACLU Found. N. Cal. Bd. Res. No. 2021-06-24A, "In Support of Nationwide ACLU Indigenous Justice Initiatives," available at: <https://www.aclunc.org/sites/default/files/FOUNDATION%20RESOLUTION%20supporting%20indigenous%20justice%20FINAL%2006.24.21.pdf>.

³ See ACLU N. Cal., "Gold Chains: The Hidden History of Slavery in California," available at <https://www.aclunc.org/sites/goldchains/index.html> (last accessed Oct. 15, 2021); see also Benjamin Madley, *An American Genocide: The United States and the California Indian Catastrophe 1846–1873* (Yale University Press, 2016).

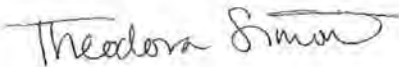
⁴ See Brendan C. Lindsay, *Murder State: California's Native American Genocide, 1846–1873* 346 (University of Nebraska Press 2015); see also Madley, *supra* n.2. For a non-comprehensive list of genocide incidents in the San Joaquin Valley, see STATE OF CAL. NATIVE AM. HERITAGE COMM'N, *Timeline of Genocide Incidents in the San Joaquin Valley Region*, available at: <http://nahc.ca.gov/cp/timelines/san-joaquin/> (last accessed Apr. 9, 2021).

federal government assumed a trust relationship with the Tribes, legally binding itself to provide for the education, health, and well-being of Native American peoples; to hold tribal land in trust and to respect self-determination; and to provide federal protections for sacred and burial sites and rights to hunt, fish and gather. But many tribes were either never recognized by the United States or had their federal relationship terminated. In California, this has often been a direct result of California elites fighting to dispose Native peoples of their land and heritage and, in effect, erase Native peoples from our state. Without federal recognition, tribes still exist, but without the rights and protections afforded under federal law. Many tribes are today fighting to gain or regain federal recognition—including the Amah Mutsun Tribal Band.

That the Amah Mutsun do not have federal recognition—and the tribal sovereignty, government-to-government relationship, and protection of important and hard-won federal laws—is not an accident. We must not use legacy of stolen land and broken treaties as a reason to deny the principles of freedom, equality and justice enumerated in our Constitution to all people today. *A mine at Juristac would be only another shameful stain on our state's history.*

ACLU NorCal stands with the Amah Mutsun Tribal Band in their efforts to protect their traditional lands and urges the City of Santa Clara City Council to approve the Juristac Resolution at its October 19, 2021 meeting.

Sincerely,



Tedde Simon
Indigenous Justice Advocate
ACLU Foundation of Northern California
tsimon@aclunc.org

CC: Alice Kaufman
alice@greenfoothills.org
Chairman Valentin Lopez
vjtestingcenter@aol.com

Julie Minot

From: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>
Sent: Tuesday, October 19, 2021 4:20 PM
To: Jan Hintermeister
Subject: RE: Item 12B on 10/19/21 City Council Agenda

Greetings,

Our office confirms receipt of your email regarding item 12B. Action on a Written Petition (Council Petition 030) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch.

Please note this correspondence will form part of the public record for the October 19, 2021 Council and Authorities Concurrent and Santa Clara Stadium Authority meeting.

Best regards,

Julie Minot, SPHR | Executive Assistant to the City Manager
City Manager's Office | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2214 | www.santaclaraca.gov



From: Jan Hintermeister <jan.hintermeister@sbcglobal.net>
Sent: Monday, October 18, 2021 2:23 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>
Subject: Item 12B on 10/19/21 City Council Agenda

POST MEETING MATERIAL

Dear Mayor Gillmor and Councilmembers,

I'm writing in support of Item 12B on Tuesday's City Council agenda: "Action on a Written Petition (Council Petition 030) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss the Debt Acquisition Company of America Applying for a Conditional Use Permit to Build and Operate a 320 Acre Sand and Gravel Quarry at Sargent Ranch"

Sargent Ranch is known as Juristac by the local Amah Mutsun Tribal Band and is an important cultural and religious site. Juristac holds tremendous environmental values as well as spiritual significance for the Amah Mutsun. The similarity of the names Juristac and Ulistac as in our beloved Ulistac Natural Area is no accident. Both names come from Ohlone languages.

Some on the Council may remember that when Santa Clara was debating the preservation of the land that eventually became the Ulistac Natural Area that we worked closely with local Native American groups to preserve the Ulistac site. This is a great opportunity for the City of Santa Clara to re-establish strong connections between Santa Clara and our local Native American community.

The City Council recently established a Task Force on Diversity, Equity and Inclusion. From the City website, "The Task Force is charged with identifying key issues facing the City involving historically disenfranchised communities and making recommendations to policies that help the City achieve racial equity." The first and most important step in addressing issues of diversity, equity and inclusion is to listen to those communities and appreciate their unique perspectives. Placing the issue of Juristac and the proposed development on a City Council agenda provides an excellent opportunity for the City to show respect and learn from our local Native American community.

The size of Juristac and the scope of the proposed development makes this an issue of county-wide and regional significance. Please consider agendizing this item at the earliest opportunity.

Respectfully,

Jan Hintermeister

Member, Board of Library Trustees (provided only for identification purposes, I am writing solely on my own behalf)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
IN SUPPORT OF THE EFFORTS OF THE AMAH MUTSUN TRIBAL
BAND TO PRESERVE SARGENT RANCH/JURISTAC AS OPEN
SPACE**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara is located within the ancestral lands of Tamyen-speaking Ohlone peoples, whose descendants today belong to the Muwekma Ohlone Tribe, Amah Mutsun Tribal Band and other tribal nations; and,

WHEREAS, the City of Santa Clara supports the efforts of the Indigenous peoples of our region to heal from historical trauma, regain access to their sacred cultural heritage sites and restore their cultural and spiritual traditions;

WHEREAS, the Debt Acquisition Company of America, doing business as Sargent Ranch Management Company, has applied to the County of Santa Clara for a conditional use permit for a proposed sand and gravel mining operation with aggregate processing facilities on approximately 320 acres of Sargent Ranch, within an area known as Juristac to the Amah Mutsun Tribal Band;

WHEREAS, the protection of culturally sensitive resources and natural open space areas is an important objective as set forth in the California Environmental Quality Act (CEQA);

WHEREAS, Juristac is the location of historic ceremonial and sacred sites, comprising a landscape of paramount cultural and spiritual importance to the Amah Mutsun Tribal Band;

WHEREAS, the Amah Mutsun Tribal Band maintains that the 320 acres of proposed mining pits, overburden piles, roads, and processing facilities would irreparably harm Mutsun cultural resources, landscape features, and the spiritual integrity of Juristac;

WHEREAS, the Tribal Council of the Amah Mutsun Tribal Band has taken a unanimous stand in opposition to the Sargent Quarry Project and is requesting the support of surrounding communities in efforts to protect their sacred grounds;

WHEREAS, Sargent Ranch/Juristac is an open space area of exceptional regional significance and habitat value as recognized by the Santa Clara Valley Habitat Agency, the Santa Clara Valley Open Space Authority, and regional conservation organizations, and is of such significance as to bring benefit to the City of Santa Clara as well as the region as a whole;

WHEREAS, the Sargent Ranch area is identified in the Santa Clara Valley Habitat Conservation Plan and other regional habitat connectivity studies as a critically important wildlife corridor linking the Santa Cruz Mountains, Gabilan Mountains, and Diablo Range; the City of Santa Clara's 2010-2035 General Plan names the Santa Clara Valley Habitat Conservation Plan as part of the City's vision of regional land use and transportation planning and coordination [6.2.2];

WHEREAS, the City of Santa Clara aspires to advance leadership in sustainability through initiatives and efforts that include support for regional open space and habitat preservation, protection of air and water quality, and the dedication of public trails;

WHEREAS, as demonstrated by the City of Santa Clara's efforts to preserve and steward the 40-acre Ulistac Natural Area, a historic Tamyen Ohlone cultural site located within city limits, the City supports the protection and preservation of Indigenous cultural heritage sites;

WHEREAS, it is a goal of the City of Santa Clara, as outlined in the 2010-2035 General Plan, to protect and preserve cultural resources, as well as archaeological sites [5.6.3-G 1]; and

WHEREAS, the City of Santa Clara supports the rights of Indigenous peoples to access, maintain, and protect their religious and cultural sites, as enshrined in Article 12 of the United Nations Declaration on the Rights of Indigenous Peoples.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council of the City of Santa Clara supports the efforts of the Amah Mutsun Tribal Band to preserve Sargent Ranch/Juristac as open space in perpetuity and to regain access to their cultural and spiritual sites at Juristac; and
2. That the City Council of the City of Santa Clara urges the County of Santa Clara to deny

approval of permits for the proposed Sargent Quarry Project.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 14TH DAY OF DECEMBER 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1674

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 which suspended the Brown Act teleconferencing requirements so that legislative bodies could hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long legislative bodies followed a set of requirements for noticing the meeting agenda and public participation, among other things. Subsequently on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which sunset the Brown Act provisions of Executive Order N-29-20 on September 30, 2021.

On September 16, Governor Newsom signed AB 361 into law which allows local agencies to use teleconferencing without complying with specific Brown Act restrictions in certain state emergencies until January 1, 2024, at which point they are to be repealed, and the standard Brown Act teleconference requirements become effective again. The bill was an urgency measure, and it went into effect immediately.

On October 19, 2021 and November 16, 2021, the City Council approved Resolutions Nos. 9013 and 9023, respectively, to allow City Legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

DISCUSSION

AB 361 amended Government Code Section 54943 to allow a local agency to use teleconferencing for public meetings without requiring the teleconference location to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction during a Governor-proclaimed state of emergency in certain circumstances.

In order for a local agency to utilize AB 361's exemption to the Brown Act, there must be certain emergency conditions present. These include:

- There being a state-proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

- The Council is meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, that meeting in person would present imminent risks to the health and safety of attendees; or
- The Council is meeting during a proclaimed state of emergency and has determined, by majority vote, that in-person meetings would pose health and safety risks to attendees.

In order for the City's legislative bodies to continue meeting remotely with the exemptions to the Brown Act provided for under AB 361, the Council is required to take certain actions, most of which the City is already implementing:

- The City must continue providing notice of meetings and continue to post agendas as the Brown Act requires to the agency's website,
- The City must continue allowing for public access to the meeting, while allowing for a public comment period to directly address the legislative body pursuant to Brown Act's other teleconferencing provisions,
- The City must continue giving notice for how the public can access the meeting and provide public comment, including a call-in or internet-based service option (no physical location required),
- The City must continue providing the public with the opportunity to comment in real time (with the option of additionally allowing comments to be submitted in advance, if the agency desires),
- The City must stop the meeting until public access is restored in the event of a service disruption, and
- No later than 30 days after the first teleconferencing meeting and every 30 days thereafter, the Council will have to reconsider the circumstances of the state of emergency to determine if remote meeting procedures need to remain in place.

The legislative body must make certain findings by majority vote every 30 days to continue using the AB 361 Brown Act teleconferencing requirements. Because the City Council approved Resolution No. 9023 on November 16, 2021, the next Council meeting to extend the resolution is December 14, 2021. Failure to approve this extension would result in City Council, boards, and commissions meeting being unable to meet fully virtual without exposing the locations of each member's location on the posted agendas.

Beginning on March 11, 2020 and continuing every 60 days thereafter, the City Council has continued its proclamation of local emergency based on substantial evidence that the public interest and necessity require the continuance of the proclamation of local emergency related to COVID-19. On September 21, 2021, the Santa Clara County Public Health Officer recommended that public bodies continue to meet remotely to the extent possible due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings, and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission. On November 2, 2021, emergency use of the Pfizer COVID vaccine was authorized for children ages 5-11. On that same day, Santa Clara county moved back into the substantial (orange) COVID-19 transmission tier. On November 22, 2021, Santa Clara county moved to the moderate (yellow) COVID-19 transmission tier. On November 25, 2021, scientists identified the latest COVID-19 variant, Omicron, which has prompted concern among scientists and public health officials because of an unusually high number of mutations that have the potential to make the virus more transmissible and less susceptible to existing vaccines. These associated emergency

conditions are on-going and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency. The state of emergency continues to directly impact the ability of the City's legislative bodies to meet safely in person, and City officials continue to impose or recommend public health safety measures.

It is recommended that the Council adopt a resolution to make requisite findings to allow the City's legislative bodies to continue to hold public meetings solely by teleconference or otherwise electronically so long as the state of emergency and social distancing measures continue. The Council will have to take action on a monthly basis to reassess and reaffirm such findings to continue meeting remotely.

The proposed Resolution is attached.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact other than administrative time and expense.

COORDINATION

This report has been coordinated with the City Attorney's Office and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution finding the continued existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
FINDING THE CONTINUED EXISTENCE OF THE NEED TO
EXTEND AB 361 IMPLEMENTATION TO ALLOW CITY
LEGISLATIVE BODIES TO HOLD PUBLIC MEETINGS SOLELY
BY TELECONFERENCE OR OTHERWISE ELECTRONICALLY
PURSUANT TO AB 361**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara is committed to preserving and nurturing public access and participation in meetings of the City's City Council, Council Committees, City Decision-Making Bodies (including Santa Clara Stadium Authority Board, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), City Boards, Committees and Commissions, Taskforces, and Other City Advisory Entities;

WHEREAS, all meetings of City of Santa Clara's legislative bodies are open and public, as required by the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction;

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20

which suspended the Brown Act teleconferencing requirements so that legislative bodies can hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which sunsets the Brown Act provisions of Executive Order N-29-20 on September 30, 2021;

WHEREAS, on September 16, 2021, Governor Newsom signed urgency ordinance AB 361 which allows a local agency to use teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during a Governor-proclaimed state of emergency pursuant to California Government Code Section 8625 et seq, if the state of emergency continues to directly impact the ability of the members of its legislative bodies to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing;

WHEREAS, in light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws, as outlined in their “Recommendation Regarding Continued Remote Public Meetings of Governmental Entities” issued on September 21, 2021;

WHEREAS, on October 19, 2021 and November 16, 2021, the City Council adopted Resolution Nos. 9013 and 9023, respectively, to allow City legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB361; and

WHEREAS, on November 2, 2021, federal, state and local health officials authorized

emergency use of the Pfizer COVID vaccine for children ages 5-11, and may consider emergency authorization of the COVID vaccine for children under age 5 within the next few months; and

WHEREAS, on November 22, 2021, Santa Clara County moved into the moderate (orange) COVID-19 transmission tier; and

WHEREAS, on November 25, 2021, scientists identified the latest COVID-19 variant, Omicron, which has prompted concern among scientists and public health officials because of an unusually high number of mutations that have the potential to make the virus more transmissible and less susceptible to existing vaccines; and

WHEREAS, on November 2, 2021, Santa Clara County moved back into the substantial (orange) COVID-19 transmission tier; and

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing without complying with the agenda posting and public comment requirements at least once every thirty (30) days until Governor terminates the state of emergency; and,

WHEREAS, the associated emergency conditions are on-going and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency and if approved, will be in effect for 30 days and will expire on January 13, 2022 unless staff returns to City Council on or before January 11, 2022 to request to continue the need for teleconferencing.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 9023 adopted on November 16, 2021 and incorporated herein by reference, are on-going.

2. That the City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.
3. That the City Council finds that the state of emergency continues to directly impact the ability of members of the City's City Council, Council Committees, City Decision-Making Bodies (including Santa Clara Stadium Authority, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), City Boards, Committees and Commissions, Taskforces, and Other City Advisory Entities to meet safely in person.
4. That City officials continue to impose or recommend measures to promote social distancing in City facilities.
5. That members of the City Council, Council Committees, City Decision-Making Bodies, City Boards (including Santa Clara Stadium Authority Board, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), Committees and Commissions, Taskforces, and Other City Advisory Entities are authorized to use teleconferencing, or other electronic means, to hold its public meetings without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations, in compliance

with AB 361, Government Code Section 54953(e).

6. That the Assistant City Clerk is hereby directed to report to the City Council within thirty (30) days on the need to further continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.

7. Effective Date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1464

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Appointment of Members to the Bicycle and Pedestrian Advisory Committee

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Bicycle and Pedestrian Advisory Committee (BPAC) was established by the City Council as an advisory body on matters relative to modifying and expanding the City's bicycle and pedestrian transportation systems. The BPAC represents a cross section of Santa Clara's bicycling and pedestrian community, contributing their knowledge to the City regarding bicycle and pedestrian-related issues and projects. The committee is composed of nine members, with a member of the City Council serving as the committee's chair. Members are appointed for three-year terms. Councilmember Karen Hardy currently serves as the BPAC chair, with Councilmember Suds Jain as the alternate. Unlike the other City Boards and Commissions whose applicants interview directly with the City Council, the BPAC interviews applicants and then provides a recommendation to the Council.

DISCUSSION

In September 2021, City staff advertised the upcoming openings for the BPAC on the City's website, City Hall News publication, social media, the City's channel 15, and on the Silicon Valley Bicycle Coalition's social media channels. The terms for three members (Bruce Donoghue, Thomas Granvold, and Donald Sterk) expire on December 31, 2021. In addition, member Yury Perzov, whose term expires on December 31, 2022 is resigning from the BPAC.

On October 25, 2021, the BPAC reviewed applications and conducted interviews to recommend four appointments effective January 1, 2022. A total of 19 membership applications (Attachment 1) were submitted in response to the advertisement. After receipt, four applicants withdrew their applications, which resulted in 15 candidates for consideration. Bruce Donoghue applied for re-appointment. Donald Sterk also applied for re-appointment, but voluntarily withdrew his application to establish a quorum of members for the purpose of voting on the recommended appointments. Thomas Granvold did not apply for re-appointment.

The BPAC also voted on the following procedure:

1. Use open rank choice voting. Each member would state a candidate name and rank. The higher rank would indicate the greatest preference.
2. Member Bruce Donoghue, who applied as a candidate for appointment, would not be allowed to participate or vote during candidate interviews.
3. Member Diane Harrison, who was a spouse of candidate Ken Kratz, would be allowed to

participate in candidate interviews including asking questions and voting.

After interviewing the applicants, the BPAC members (with Bruce Donoghue recusing himself) each ranked the applicants in order of preference. The BPAC then voted to recommend Jane Casamajor, Bruce Donoghue, and Sukrit Ganesh for appointment, with terms expiring on December 31, 2024; and Cecily Cox for appointment for the balance of Member Perzov's term which expires on December 31, 2022.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no additional cost to the City other than staff time and expense.

COORDINATION

This item was coordinated with the City Attorney's Office, the BPAC, and the Silicon Valley Bicycle Coalition.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Appoint Jane Casamajor, Bruce Donoghue, and Sukrit Ganesh to serve three-year terms on the Bicycle and Pedestrian Advisory Committee, expiring on December 31, 2024. Appoint Cecily Cox to serve a one-year term on the Bicycle and Pedestrian Advisory Committee, expiring on December 31, 2022.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. BPAC Membership Applications



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Nitin Bhargava

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

[Redacted]

City

Santa Clara

State / Province / Region

CA

Postal / Zip Code

95051

Country

United States

Primary Phone #*

[Redacted]

Secondary Phone #

[Redacted]

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

Yes

Present Employer

Apple

Job Title

SOC Design Manager

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Special Interests, Hobbies or Talents

Biking
Hiking

High School, College, Professional, Vocational Schools attended

High School, College, Professional,
Vocational School

Major Subject

Degree Dates / Anticipated
Graduation

1

Indian Institute of Technology

Electrical Engineering

7/7/2000

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Improve bicycle safety

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Our neighbor Cupertino has more connected bike lanes. I would like to see Santa Clara move in that direction

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Signature and Acknowledgement

Signature*



By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.

2021 SEP 28 AM 6:59



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Virginia Bock **Email*** [REDACTED]

Address*
Street Address
[REDACTED]

Address Line 2

City Santa Clara **State / Province / Region** CA

Postal / Zip Code 95051 **Country** USA

Primary Phone #* [REDACTED] **Secondary Phone #** [REDACTED]

Additional Information

Are you eligible to vote in Santa Clara?* Yes **Are you a registered voter of Santa Clara?*** Yes

Have you attended a meeting of this Board/ Commission/ Committee?* No **Present Employer** Stanford University

Job Title
Communications Manager

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents
Project management
Writing and editing
Graphic design
Web design

High School, College, Professional, Vocational Schools attended

	High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
1	Victoria University of Wellington/Te Herenga Waka	BA Education	7/31/1995
2	Victoria University of Wellington/Te Herenga Waka	BA English	7/31/1995
3	Notre Dame de Namur University	MA English	5/30/2008
4	New Zealand School of Dance	Diploma in Dance Teaching	11/30/1989

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I think there could be improvements to safety and traffic flow with regard to cyclists and pedestrians on the larger streets around Santa Clara, especially near schools and shopping centers. My main objectives would be to improve safety for children biking and walking to school, and to encourage more people to walk and bike for their own health/exercise and to reduce motor vehicle use and therefore emissions. As a parent, I am concerned about safety for my children biking to school, as I think other parents are. My view is that people would be more inclined to bike to work/school/shopping and for pleasure if there were more designated bike lanes, speed controls, and other safety measures.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

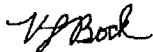
Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature *



By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



2021 SEP 28 AM 9:31

Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Cynthia Carter Email* [Redacted]

Address*
Street Address [Redacted]
Address Line 2

City Santa Clara State / Province / Region California
Postal / Zip Code 95051 Country USA

Primary Phone #* [Redacted] Secondary Phone #

Additional Information

Are you eligible to vote in Santa Clara?* Yes Are you a registered voter of Santa Clara?* Yes

Have you attended a meeting of this Board/ Commission/ Committee?* No Present Employer uLab Systems, Inc.

Job Title Senior Marketing Manager

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents
I am an avid cyclist and bike advocate. Would love to immerse myself into the laws and advocacy of this committee.

High School, College, Professional, Vocational Schools attended

High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
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Special awards or recognition received**Reasons**

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I would like to become a member to help with bicycle access and pedestrian safety for our city.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I've been a SC resident for almost 30 years and am an avid cyclist and advocate. I would like to help make our roads safer and driver awareness of this safety. I don't have any government experience but am a fast learner and loyal participant.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement**Signature***

Cynthia Carter

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Jane Casamajor **Email*** [REDACTED]

Address*
Street Address
[REDACTED]

Address Line 2

City Santa Clara **State / Province / Region** CA

Postal / Zip Code 95050 **Country** United States

Primary Phone #* [REDACTED] **Secondary Phone #**

Additional Information

Are you eligible to vote in Santa Clara?* Yes **Are you a registered voter of Santa Clara?*** Yes

Have you attended a meeting of this Board/ Commission/ Committee?* No **Present Employer** Stanford University

Job Title
Production Manager

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents
Bicycling, cooking, reading, crosstitch

High School, College, Professional, Vocational Schools attended

High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
--	---------------	--

1	Boston University	Theater	5/7/2011
2	University of Wisconsin at Madison	Anthropology & Zoology	5/16/1998
3	The Thacher School	High School	6/4/1994

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am very interested in creating access plans that make cities more "livable" and accessible to bicycles, pedestrians, mass transit and automobiles as we look toward a more sustainable future.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Jane G Casarajan

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Cecily Cox

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

[Redacted]

City

Santa Clara

State / Province / Region

California

Postal / Zip Code

95053

Country

United States

Primary Phone #*

[Redacted]

Secondary Phone #

[Redacted]

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

No

Present Employer

St. Clare School

Job Title

Teacher

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	NAACP	Communications Press and Publicity Committee	10/13/2016	6/6/2022
2	Phi Alpha Delta Law Fraternity	Member	8/6/2018	6/8/2020

Special Interests, Hobbies or Talents

I am a strong proponent for education and accesability access. Additionally, I am skilled in rhetoric, debate, public speaking, writing, and communications. My hobbies include gardening, tennis, golf, piano, aircraft, cultural immersion, and education.

High School, College, Professional, Vocational Schools attended

	High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
1	Santa Clara University	Teaching	6/2/2023
2	Southern Methodist University	Sociology	6/7/2019
3	Hillcrest High School	High School Degree	6/7/2013

Special awards or recognition received

Full scholarship Masters of Arts in Teaching, David Huntley Leadership Award (SMU) (2018); Santa Clara University; American Delegate, US Congress and Korean National Assembly; SMU Human Rights Travel Scholarship to Rwanda, Africa.

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Bicyclists and pedestrians must be protected when commuting, just like those who operate motor vehicles. Whether ensuring ample bike lanes or assuring the public is informed on rules and regulations, cities must have plans in place to preserve the rights of those on foot and bikes. I would like to serve on this committee because I am a cyclist, and someone I am close with was previously in a major bicycle incident after they were hit by oncoming traffic. My friend, who was a college student at the time, was not overly concerned with wearing his helmet while commuting on the road while riding his bike. This resulted in my friend being hit by a distracted driver and suffering a major brain injury. Had there been a law in place in the city where my friend resided, he might have been able to walk away with minor injuries. Biclesist and pedestrians are protected in urban areas are because of efforts put forth by the local City Council, it would be an honor to contribute to safety protocol, guidelines, and regulations, that help protect those who choose an alternative way of travel, such as myself. Lastly, as an avid cyclist, I hope to be a voice that advocates for the continuation of bicycle lanes, helmet advisories, proper traffic signs and signals, and an effective Bicycle Awareness Month to keep residents safe and informed while walking and biking throughout Santa Clara.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I am a student at Santa Clara University who also teaches 2nd grade at St. Clare School. An opportunity to serve on the Bicycle and Pedestrian Advisory Committee would not only provide an chance to serve the City of Santa Clara, but also, an opportunity for my curious 2nd grade students to be involved in local civics. I have been a biker my entire life, and continue to utilize streets, bike lanes, and road signs to safely commute to and from work and school. I am very passionate, organized, and motivated to do my best, and would be humbled to serve. Thank you for your consideration.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Carly E. Cox

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Gabriel Cruz

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

[Redacted]

City

SANTA CLARA

State / Province / Region

CA

Postal / Zip Code

95051-1105

Country

United States

Primary Phone #*

[Redacted]

Secondary Phone #

[Redacted]

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

Yes

Present Employer

[Redacted]

Job Title

[Redacted]

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Special Interests, Hobbies or Talents

Urbanism, sustainability, walkability as a way to boost both commerce and sense of community. I'm quick to learn and comfortable with digital outreach strategies including social media marketing. I have a high digital fluency and lots of new ideas & a lot of passion for how to best serve all of the people in our community. I feel strongly connected & responsive to the needs and urgency of the younger generations to ensure a just and livable world as we continue to deal with climate and economic emergencies that has left many of my peers feeling insecure and afraid.

High School, College, Professional, Vocational Schools attended

High School, College, Professional,
Vocational School

Major Subject

Degree Dates / Anticipated
Graduation

1

Wilcox High School

7/30/2011

Special awards or recognition received

Excellence in student journalism.

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I've grown up in this city and I feel passionate about improving this area for the benefit of locals and longtime residents - even as we welcome new ones - as it continues to grow and think better bike and pedestrian infrastructure and access is key to integrating new developments & residents with the extant community while alleviating some of the alienation and fear of being displaced or ignored I believe is shared by many. It will also help connect to and support more local businesses - I think more people will be willing to visit an independent business down the street for their needs if it's safe to get there quickly via protected bike paths and complete pedestrian access rather than make the big car trip to a superstore on a major road. New development is sorely needed and I feel passionate about it being for the good of all and that it can help strengthen a sense of communal wellbeing that can often take a hit during these times of rapid growth, especially after the onset of the pandemic. As a city bisected by several large roadways, better bike and pedestrian infrastructure is the link that can create a real sense of belonging and safety for all. I don't believe anybody should have to own a car to appreciate the city one lives in and I'm eager to create a world (and cityscape!) where that is more of a possibility and safer than it is now.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Though I lack formal experience or positions in relevant fields, I'm passionate and aim to be as knowledgeable as I can with continual learning and growth when it comes to the many issues I care about. I'm responsive and considerate and eager to work with others on a common goal for the benefit of all.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Gabriel Cruz

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* BRUCE A. DONOGHUE Email* [REDACTED]

Address*
Street Address [REDACTED]
Address Line 2 [REDACTED]

City SANTA CLARA State / Province / Region CALIFORNIA
Postal / Zip Code 95051 Country SANTA CLARA

Primary Phone #* [REDACTED] Secondary Phone # [REDACTED]

Additional Information

Are you eligible to vote in Santa Clara?* Yes Are you a registered voter of Santa Clara?* Yes

Have you attended a meeting of this Board/ Commission/ Committee?* Yes Present Employer RETIRED

Job Title N/A

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1	BPAC	MEMBER	1/1/2018	12/31/2021

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	N/A			

Special Interests, Hobbies or Talents
WOOD WORKING

High School, College, Professional, Vocational Schools attended

High School, College, Professional,
Vocational School

Major Subject

Degree Dates / Anticipated
Graduation

1

SAN JOSE STATE UNIVERSITY-
MS

STRUCTURAL ENGINEERING

1/31/1970

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I want to give back something to local government. This coming term the adoption of uniform Bicycle Lane markings and legends following the adopted Standards of adjacent Cities would be a major effort.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I am a current committee member of BPAC. During my current tenure I have jointed three sub-committees that provided detailed reviews of topics selected by the full BPAC committee.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

BRUCE A DONOCHUE

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



CITY OF SANTA CLARA
2021 SEP 30 AM 7:04

Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Patrick Farry Email* [REDACTED]

Address*
Street Address [REDACTED]
Address Line 2

City Santa Clara State / Province / Region CA
Postal / Zip Code 95051 Country USA

Primary Phone #* [REDACTED] Secondary Phone #

Additional Information

Are you eligible to vote in Santa Clara?* Yes
Are you a registered voter of Santa Clara?* Yes

Have you attended a meeting of this Board/ Commission/ Committee?* No
Present Employer

Job Title

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents
Long time bicycle commuter and rider. I am also interested in community service.

High School, College, Professional, Vocational Schools attended

High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
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Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am an avid recreational and commuter cyclist and electric scooter rider. I would like to be more involved in my community.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I have lived in Santa Clara for 14 years.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*



By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Tom Freitas Email* [REDACTED]

Address* Street Address [REDACTED]

Address Line 2

City Santa Clara State / Province / Region California

Postal / Zip Code 95051 Country United States

Primary Phone #* [REDACTED] Secondary Phone # [REDACTED]

Additional Information

Are you eligible to vote in Santa Clara?* Yes Are you a registered voter of Santa Clara?* Yes

Have you attended a meeting of this Board/ Commission/ Committee?* Yes Present Employer Self

Job Title Volunteer

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1	None	None		

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	None			

Special Interests, Hobbies or Talents
Lawn Bowl,
Bike Riding
Woodworking
Gardening
Cooking

High School, College, Professional, Vocational Schools attended

	High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
1	Vallejo HS, 2year college, Aviation School	Aviation	

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

It would be a pleasure to work with like minded people with the objective to maintain and improve the city's bike paths. To provide a safe means of transportation for commuters and recreational riders. Also provide safe corridors and walking paths for pedestrians.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I would like to be a help to the city council members by providing them with up to date information pertaining to bike trails and pedestrians.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

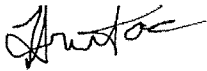
Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*



By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Sukrit Garesh Email* [Redacted]

Address* Street Address [Redacted]

Address Line 2

City Santa Clara State / Province / Region CA

Postal / Zip Code 95051 Country United States

Primary Phone #* [Redacted] Secondary Phone #

Additional Information

Are you eligible to vote in Santa Clara?* Yes Are you a registered voter of Santa Clara?* Yes

Have you attended a meeting of this Board/ Commission/ Committee?* Unsure Present Employer

Job Title

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents
Interests: technology, cycling, cars, urban planning, real estate, current affairs, music
Hobbies: urban and mountain biking, video games, street design and urban planning, freelance writing, tutoring

High School, College, Professional, Vocational Schools attended

High School, College, Professional,
Vocational School

Major Subject

Degree Dates / Anticipated
Graduation

University of Illinois, Urbana-
Champaign

Combined Bachelor's + Master's in
Computer Science

12/15/2021

Special awards or recognition received

Institution GPA: 3.91 / 4.0

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am a lifelong resident of Santa Clara and an avid cyclist who would love for the city to become more walkable and bikeable. If we want to get serious about reducing traffic collisions, alleviating congestion, and making our cities more pleasant places to live, we must invest in alternative methods of transportation such as walking and micro-mobility. I have been a regular cyclist for many years, riding my bike to friends' houses, parks, and even shops, and I developed an interest in urban planning and city design at the beginning of the pandemic. As outdoor public spaces became a vital place for people to socialize, exercise, and relax, I noticed the importance of investing in human-oriented infrastructure as well as the pitfalls of car-centric design. As an experienced cyclist, even I admit that trips can be intimidating or unpleasant due to the lack of bicycle lanes, high speeds, and automobile-oriented street design. I believe that adopting the principles of new urbanism and traditional neighborhood development will make the city much more pleasant and livable by providing more transportation options, reducing traffic collisions, and creating wonderful public spaces that all residents have access to. I have a first-hand account of the success of adopting these principles: for the last few years, my college town of Champaign, Illinois has been building bike lanes, crosswalks, and other human-oriented infrastructure, as well as public spaces such as public parks, walkways, and plazas, resulting in a pleasant, livable city where residents have ample places to eat, talk, exercise, or relax and have multiple practical options of getting around. As a member of the bicycle and pedestrian advisory committee, I hope to apply these principles to my hometown and make the city a safer, more pleasant place for everyone.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Sabir Ghanish

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Ken Kratz

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

[Redacted]

City

Santa Clara

State / Province / Region

CA

Postal / Zip Code

95051

Country

US

Primary Phone #*

[Redacted]

Secondary Phone #

[Redacted]

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

Yes

Present Employer

retired Public Works Inspector, City of Santa Clara

Job Title

[Redacted]

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1	City of Santa Clara	Public Works Inspector	11/30/1980	10/20/2010
2	City of Santa Clara	Bicycle and Pedestrian Advisory Committee	1/1/2014	12/31/2020

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	Major Taylor Cycling Club	Secretary	12/30/1994	12/31/2007

Special Interests, Hobbies or Talents

I have a special interest in the history of bicycling and human powered vehicles, bicycle technology, and roadway improvements, as well as city planning and transit history.

I have read many books on bicycling, bicycle technology, road improvement history, transit history, and city planning. In my introductory class on Environmental Design at U.C. Berkeley, I was required to read Jane Jacob's book The Death and Life of Great American Cities. The book made me aware of the design of city blocks, their appropriate length, optimum sidewalk widths, the need for a mix of activities, and the siting of transit stops for the convenience of pedestrians and public transit patrons.

My hobbies include woodworking, gardening, cooking, bicycling and bicycle repair, and fine art painting.

High School, College, Professional, Vocational Schools attended

	High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
1	U.C. Berkeley	Environmental Design with a major in Architecture	6/30/1977

Special awards or recognition received

The bicycle club for which I served as secretary, the Major Taylor Cycling Club, received recognition from the San Mateo County Board of Supervisors for our contributions to the community.

While in high school, I received recognition for my science entry (a calorimeter) at the Santa Clara County Fair.

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I want to be a member on the commission because I want to improve cycling and pedestrian conditions and programs in the City of Santa Clara.

I want to help the commission make recommendations to the City Council that will improve cycling and pedestrian conditions so that more people will want to ride bicycles and walk to destinations in the city rather than drive a car. I want to help the commission find solutions to reduce the crash rates involving bicyclists and pedestrians.

To improve cycling and pedestrian conditions, I will advocate for:

- more space on our streets devoted to cyclists and pedestrians,
- lower speed limits on our streets,
- more facilities for parking and storing bicycles on public and private property,
- better access to private property from the city sidewalk to enhance pedestrian safety
- way-finding signs,
- an enhanced city web presence, and
- programs to serve cyclists and pedestrians, particularly communities of concern and women.

To further enhance cyclists and pedestrians comfort and safety on City streets, I would like to see roundabouts installed in our residential neighborhoods. The roundabouts would make trips to neighborhood destinations, such as grocery stores, banks, city parks, and schools, safer and more efficient (in time and effort). I recently volunteered to be part of BPAC's Roundabout Subcommittee. That subcommittee is charged with finding suitable locations to build roundabouts

To create more space on our streets for cyclists, I submitted to the BPAC for review a project to temporarily install bicycle lanes on the El Camino Real. I have also suggested locations for bicycle lanes on streets where motor vehicle lanes can be narrowed to provide room for bicycle lanes. I have been outspoken at BPAC meetings in regard to including bicycle and pedestrian related infrastructure as part of development plans.

To help cyclists and pedestrians find their way around the city, I helped the BPAC Subcommittee on Way-finding to select cycling and pedestrian routes, including preparing drawings for sign locations. That project, if installed, will direct cyclists and pedestrians to destinations within the City, particularly places of employment, public parks, schools, colleges, business districts, shopping areas, historic places, the San Tomas Aquino Creek Trail, and cross-city travel.

I was also a member of the BPAC Subcommittee on Web Presence to investigate more connectivity to information about cycling and pedestrian infrastructure and programs in the City.

Because youths are a cycling and pedestrian population, the Safe Routes to School program, a program that educates youth about safely walking and cycling to school, should be continued. The BPAC needs to review the efficacy of that program by periodically reviewing the crash statistics for those age groups, if available, from the police department.

To identify other programs to assist cyclists, the BPAC should recommend the City continue to apply to the Bicycle Friendly Program offered by the League of American Bicyclists (LAB). BPAC needs to continually assess our current facilities and programs, as well as explore needed improvements identified by the LAB. I would like to attain the next level in that LAB program, the Silver rating.

To assist the City staff in investigating and applying for all these projects and programs, the LAB suggests, and I will continue to advocate for, a full time bicycle and pedestrian coordinator be hired by the City. The coordinator can be the sole staff member assisting the BPAC and can update the bicycle and pedestrian plans, thus saving the city a good deal of money in reduced engineering staff time. He/she can also evaluate our present cycling and pedestrian infrastructure and programs and investigate funding. Funding investigations could involve government grants, public/private partnerships, and taxing strategies in order to accomplish commission goals more quickly.

I recommend that the City Council require the City's Traffic Engineering staff submit all major changes they propose to make to the City's streets to the BPAC for review. Those projects at a minimum should include proposed traffic signals, street re-striping (traffic lanes and crosswalks), and new street configurations due to proposed developments.

I recommend that the City Council require the City's Planning Department staff submit all major land use changes and large proposed developments to the BPAC for review so the commission may ascertain if there will be impacts to the pedestrian and cycling environment.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I served on the City of Santa Clara BPAC for six years, 2014 through 2020. From 1994 to 2007, I organized and volunteered at a popular non-profit bicycle repair clinic club in East Palo Alto, the Major Taylor Cycling Club of East Palo Alto. I helped at several City of Santa Clara Bike to Work Day events.

Bike to Work Day: I not only volunteered to help distribute promotional items at several Bike to Work Day events, but I also provided minor bicycle repairs to the public during the event. That experience has led me to think about additional trail enhancements that the BPAC may want to consider, such as repair stations, repair station shelters, more drinking fountains, restrooms, benches, and more pedestrian bridges to connect businesses on the east side of the creek to the trail.

As a past member of BPAC, I suggested that the BPAC recommend that the City Council send a letter to the Santa Clara Valley Water District to save the popular Intel pedestrian bridge. This was done.

Cycling club: I was the secretary of the Major Taylor Cycling Club of East Palo Alto, a non-profit 501(c) 3 organization, for thirteen years. The club, which closed in 2007, operated a twice-monthly bicycle repair clinic for the youth of that city at no charge to the participants; over four thousand (4,000) participants attended during that period.

Club members, all volunteers, assisted youths in the repair and maintenance of their bicycles and taught riding skills. Repairs were accomplished by reusing bicycle parts from salvaged bicycles that were headed for the dump. I helped develop and oversaw all programs, and I constructed all the necessary infrastructure to support the programs, such as tables, tethered tools, tool carts, and storage facilities. I also provided free lunches to the members and youth volunteers. One notable program was the "Earn a Bike" program.

The club also attended and helped at bicycle rodeos and parades sponsored by the City of East Palo Alto. The club attended and provided logistical support for a bicycle reuse event sponsored by the County of San Mateo. Our club's achievements were recognized by the City of East Palo Alto and the County of San Mateo, in large part due to our providing services not available in the private sector.

To read more about the club's activities, visit these Websites:

<https://www.sfgate.com/bayarea/article/Bikes-kids-both-get-fixed-3132554.php>. and
https://www.paloaltoonline.com/weekly/morgue/news/1995_Oct_25.MTCC.html

I have lived in Santa Clara for about forty years and in the Santa Clara Valley for fifty years. I have many fond memories of cycling around the valley, including a ride to the top of Mount Hamilton and many rides to Santa Cruz over the Santa Cruz mountains while I was a member of a high school cycling club. In college, I used a bicycle to commute to and from the university campus.

I have an undergraduate college degree, an A.B. degree in Environmental Design with a major in Architecture from U.C. Berkeley. I was a Public Works Inspector for the City of Santa Clara for twenty-six years, and I am familiar with roadway, bike path and sidewalk construction and maintenance. I inspected the construction of phase one and two of the City's San Tomas Aquino Creek Trail while employed at the City.

I commuted to work by bicycle for twenty-five years. For six years during that period, I bicycled, walked and took public transit for all my personal transportation needs; I did not own an automobile during that time. I also walk in the city for leisure and shopping. I occasionally use a bicycle trailer as a shopping cart.

I have completed an introductory bicycle riding skills class with the League of American Bicyclists. I repair my own bicycles.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Ken Kralz

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Jack Lueder

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

[Redacted]

City

Santa Clara

State / Province / Region

CA

Postal / Zip Code

95051

Country

USA

Primary Phone #*

[Redacted]

Secondary Phone #

[Redacted]

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

Yes

Present Employer

retired

Job Title

[Redacted]

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Special Interests, Hobbies or Talents

Bicycling, music, science

High School, College, Professional, Vocational Schools attended

High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
[Redacted]	[Redacted]	[Redacted]

UCLA

Physics

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Transportation in the Climate Crisis Era needs intelligent use of resources. Cycling and foot traffic needs to be safely integrated into the mix so that their participation reaches its potential.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I have 50+ years experience cycling and living in the County

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Jack Lueder

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Ram Misra

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

[Redacted]

City

SANTA CLARA

State / Province / Region

CA

Postal / Zip Code

95051

Country

United States

Primary Phone #*

[Redacted]

Secondary Phone #

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

No

Present Employer

Lockheed Martin

Job Title

Software engineer

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents

Bike enthusiast

High School, College, Professional, Vocational Schools attended

High School, College, Professional,
Vocational School

Major Subject

Degree Dates / Anticipated
Graduation

1

Santa Clara University

Computer Science

5/10/1988

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am bike enthusiast. I want to contribute to make city Safe for Bicycles and pedestrians.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Ram Misra

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Scott Olsen

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

[Redacted]

City

Santa Clara

State / Province / Region

CA

Postal / Zip Code

95051

Country

US

Primary Phone #*

[Redacted]

Secondary Phone #

[Redacted]

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

No

Present Employer

Foothill-De Anza Comm Coll Dist

Job Title

Client Systems Specialist

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	Foothill-De Anza Assoc of Classified Employees	Vice President of Central Services	1/1/2020	
2	SVBC	Member	5/3/2021	
3	Foothill-De Anza Assoc of Classified Employees	Board Member	10/1/2017	12/31/2019

4	De Anza Classified Senate	Treasurer	6/30/2019	6/30/2020
5	De Anza Classified Senate	President-Elect	7/1/2020	6/30/2021

Special Interests, Hobbies or Talents

Bicycling, bicycle repair, car repair.

High School, College, Professional, Vocational Schools attended

	High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
1	ITT Technical Institute	Computer Networking	11/3/2003

Special awards or recognition received

Equity Champion Award from the De Anza Office of Equity, UndocuAlly Certificate from the De Anza HEFAS Office, De Anza Classified Senate Employee of the Month October 2017.

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I've lived in Santa Clara since December 2004, but only recently reacquainted myself with cycling as a means of commuting to work and staying in good health. I really value the existing cycling infrastructure the city offers and would be interested in guiding improvements that promote cycling as a viable means of traveling within the community. My wife and I also enjoy living in a very walkable part of Santa Clara. Central Park is a great space to wander through on our way to the library and nearby businesses. As a pedestrian, cyclist, and motorist I always feel most at ease when there's a space for everyone and everyone is in their lane. Good infrastructure and signage benefits everyone.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I've served on committees within my workplace that adhere to Robert's Rules of Order, so I'm familiar with the procedural format.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Scott Olson

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Prateek Patil **Email*** [REDACTED]

Address*
Street Address
[REDACTED]

Address Line 2

City Santa Clara **State / Province / Region** CA

Postal / Zip Code 95050 **Country** United States

Primary Phone #* [REDACTED] **Secondary Phone #**

Additional Information

Are you eligible to vote in Santa Clara?* No **Are you a registered voter of Santa Clara?*** No

Have you attended a meeting of this Board/ Commission/ Committee?* Yes **Present Employer** Roche

Job Title
Staff Software Engineer

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents
Biking

High School, College, Professional, Vocational Schools attended
High School, College, Professional, Vocational School **Major Subject** **Degree Dates / Anticipated Graduation**

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Signature and Acknowledgement

Signature*

PLATEEF PATIL

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Jeff Rosenberg

Email*

[Redacted]

Address*

Street Address

[Redacted]

Address Line 2

City

Santa Clara

State / Province / Region

CA

Postal / Zip Code

95050

Country

United States

Primary Phone #*

[Redacted]

Secondary Phone #

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

No

Present Employer

Proofpoint

Job Title

Sales

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1				

Special Interests, Hobbies or Talents

Avid bike commuter Resident of Santa Clara for 30+ years

High School, College, Professional, Vocational Schools attended

High School, College, Professional, Vocational School Major Subject

Degree Dates / Anticipated Graduation

Special awards or recognition received**Reasons**

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I ride Santa Clara streets every day and would love to help with guidance on better ways to get residents to choose two wheels over four !

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement**Signature***

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Leslie Sifferman Email* [Redacted]

Address* Street Address [Redacted] Address Line 2 [Redacted]

City Santa Clara State / Province / Region CA Postal / Zip Code 95051 Country United States

Primary Phone #* [Redacted] Secondary Phone # [Redacted]

Additional Information

Are you eligible to vote in Santa Clara?* Yes Are you a registered voter of Santa Clara?* Yes

Have you attended a meeting of this Board/ Commission/ Committee?* Yes Present Employer Self Employed

Job Title Marriage and Family Therapist

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1			

Civic or Charitable Organizations to which Applicant has belonged

Civic or Charitable Organization	Position Held	From Date	To Date
1 Junior League of San Jose	Multiple Committee Chairs	9/2/2002	6/5/2015

Special Interests, Hobbies or Talents I am an avid community volunteer, I had served as the chair for many committee's within the Junior League of San Jose, doing both service and fund raising, I have worn multiple volunteer hats at my children's schools including but not limited to running the SCRIP program for 7 years at St. Martin of Tours, and chairing both Prom and Senior Ball at Bellarmine, and I have served on the board of directors at Forest Park Cabana Club for 10 years. I am passionate about giving back to my community, and in my free time I love to read, travel with my husband of 27 years, hangout with my teenagers, play with my dog, cook, and go to yoga.

High School, College, Professional, Vocational Schools attended

	High School, College, Professional, Vocational School	Major Subject	Degree Dates / Anticipated Graduation
1	Santa Clara University, '93 & '97	Psychology and Clinical Psychology	6/7/1997

Special awards or recognition received

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I would like to help find the best ways for both commuters and cyclists to share the road, as well as support the residents of Santa Clara in the affected areas. As a Santa Clarian of over 30 years I have an intimate knowledge of how our traffic affects our residents.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I am a bright, cheerful person who always tries to see both sides of a situation and find the best solution. I am a critical thinker and I get along well with all different personalities.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Leslie Sifferman

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*

Bicycle and Pedestrian Advisory Commission

Personal Information

Name*

Donald Sterk

Email*

[REDACTED]

Address*

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Santa Clara

State / Province / Region

CA

Postal / Zip Code

95050

Country

USA

Primary Phone #*

[REDACTED]

Secondary Phone #

[REDACTED]

Additional Information

Are you eligible to vote in Santa Clara?*

Yes

Are you a registered voter of Santa Clara?*

Yes

Have you attended a meeting of this Board/ Commission/ Committee?*

Yes

Present Employer

retired

Job Title

honorary

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1	Santa Clara BPAC	meber	1/1/2017	10/5/2021

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	Meals on Wheels	Driver	3/10/2021	10/6/2021

Special Interests, Hobbies or Talents

I enjoy bicycling and biked to work while employed, throughout my career. Now that I'm retired I bicycle for exercise, often on the San Tomas Aquino Multipurpose Trail, Guadalupe Trail, and Los Gatos Creek trail. I also bike on city streets to run errands. I believe active transportation has benefits for personal health, reduces car traffic, and is better for the environment than almost any other form of transportation. I also enjoy brewing and drinking beer. I have enjoyed singing in community and church choirs, but not since COVID. I enjoy travelling and believe we can learn from other cultures about alternative transportation.

High School, College, Professional, Vocational Schools attended

High School, College, Professional,
Vocational School

Major Subject

Degree Dates / Anticipated
Graduation

1

San Jose State

Computer Science

6/12/1982

Special awards or recognition received

I received the Bank of America Science award in my high school in 1973.

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I enjoy bicycling and think society would be better off with more people using active transportation: walking, biking, scootering. We have an excellent terrain and climate for biking. One of the chief deterrents against bicycling is the perceived and real safety factor. I hope that by providing improved safety for biking that we can increase participation in active transportation.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I think I have served one complete and one partial term on BPAC already. At this point I feel a little discouraged about our lack of progress, especially compared to some of our neighboring cities. Now that I'm retired, I do have more time for BPAC, but I'm also willing to be replaced by someone who might be eager to serve a first term.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Ronald Sink

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Position

Board/Commission/Committee Applying for*
Bicycle and Pedestrian Advisory Commission

Personal Information

Name* Ying Wu **Email*** [Redacted]

Address*
Street Address
[Redacted]

Address Line 2

City Santa Clara **State / Province / Region** CA

Postal / Zip Code 95051 **Country** USA

Primary Phone #* [Redacted] **Secondary Phone #**

Additional Information

Are you eligible to vote in Santa Clara?* Yes **Are you a registered voter of Santa Clara?*** Yes

Have you attended a meeting of this Board/ Commission/ Committee?* Unsure **Present Employer** Tydlwave

Job Title
Administrator

Work Experience

Previous Government Bodies/ Elective Offices Applicant has served

	Government Bodies/ Elective Offices	Position/ Office Held	From Date	To Date
1				

Civic or Charitable Organizations to which Applicant has belonged

	Civic or Charitable Organization	Position Held	From Date	To Date
1	Boys Scouts Of America	Eagle Board of Review Member	9/1/2020	12/31/2021

Special Interests, Hobbies or Talents

High School, College, Professional, Vocational Schools attended

High School, College, Professional,
Vocational School

Major Subject

Degree Dates / Anticipated
Graduation

1

University of British Columbia,
Canada

Majors in Liberal Arts, History &
Education

5/31/1997

Special awards or recognition received

My undergraduate studies were in Liberal Arts and History, with a focus in Early Childhood Development and Developmental Psychology. I received a Bachelors in Liberal Arts, and a Bachelors of Education.

Reasons

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I would like to become a member of the Bicycle and Pedestrian Advisory Committee because this topic is close and dear to my heart. My family and I have loved bicycling all our lives and truly appreciated the safety provisions given with the current bike lanes in and around our city. Having said that, there are many overall benefits to providing/extending/expanding bicycle lanes, not limiting to health, environmental, reduced global footprint, bonding social activity etc... However, the joy of bike riding needs to be nurtured at a young age, and with our younger generation perpetually bombarded with instant technology, having a safe avenue to for families to pursue this activity safely would be such a gift.

Additional Information

Any other information which you feel would be useful to the City Council in reviewing your application:

I understand the difficulties of appeasing everyone, and I welcome different perspectives. I feel my personality, with my educational background, career experiences would greatly benefit the group council. I believe I will make a productive, effective and efficient member of the board.

Conflict of Interests

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

Abstaining from Votes

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

Signature and Acknowledgement

Signature*

Ying Wu

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. All information provided will be public information.



Agenda Report

21-1659

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action to Waive First Reading and Introduce an Ordinance Amending Chapter 13.10 "Sewers" of Title 13 "Public Services" of the City of Santa Clara Code to Modify Regulations Regarding Pretreatment Programs to Conform with Recent Updates to the Regional Wastewater Facility Requirements

COUNCIL PILLAR

Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara is a co-owner of the San José-Santa Clara Regional Wastewater Facility (RWF) with the City of San José, who acts as the administrator of the facility. As administrator, San José ensures compliance with discharge requirements under the federal National Pollution Discharge Elimination System (NPDES) permits. Included in those requirements are water quality standards for the discharge into water bodies that were originally established by the 1972 Federal Clean Water Act. Discharging facilities such as the RWF are required to establish Pretreatment Programs that ensure that treated wastewater is free of regulated pollutants in order to protect public health and the environment, including the health of San Francisco Bay.

San José Municipal Code Chapter 15.14 (Sewer Use Regulations) establishes the mechanisms by which San José ensures that customers comply with discharge requirements so that the RWF can treat wastewater and discharge to a level required by state and federal regulations. Such mechanisms include permit and use requirements, as well as administrative fines and penalties. Santa Clara code chapter 13.10 is intended to align with San José code chapter 15.14 as customers of both cities discharge to the RWF.

DISCUSSION

The Regional Water Quality Control Board and the Environmental Protection Agency (the state and federal agencies responsible for administering the NPDES permit program) made certain recommendations for the Pretreatment Program in an April 2019 audit. On June 3, 2021, San José amended chapter 15.14 of its municipal code to adopt those recommendations. The changes are largely of a technical nature, and include adding or editing defined terms, permit and reporting requirements, as well as administrative penalties and enforcement provisions. Staff proposes to amend Santa Clara Code Chapter 13.10 to conform with San José's changes as referenced in the proposed ordinance (Attachment 1).

ENVIRONMENTAL REVIEW

Council action on this item is exempt from review under the California Environmental Quality Act under Section 15308 of the CEQA Guidelines, actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the

environment where the regulatory process involves procedures for protection of the environment.

FISCAL IMPACT

The amendment to Santa Clara City Code does not have a fiscal impact other than City staff time.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Waive first reading and introduce the ordinance amending City of Santa Clara Code Section 13.10 (Sewers)

Reviewed by: Gary Welling, Director, Water & Sewer Utilities

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Ordinance Amending Chapter 13.10
2. Redline of Proposed Ordinance Amending Chapter 13.10

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, AMENDING CHAPTER 13.10 “SEWERS” OF
TITLE 13 “PUBLIC SERVICES” OF “THE CODE OF THE
CITY OF SANTA CLARA, CALIFORNIA” REGARDING
PROGRAMS AND REGULATIONS FOR WASTEWATER
PRETREATMENT**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, The City of Santa Clara is a co-owner of the San José-Santa Clara Regional Wastewater Facility (RWF) with the City of San José, who acts as the administrator of the facility; and

WHEREAS, as the RWF administrator, San José ensures compliance with discharge requirements under the federal National Pollution Discharge Elimination System (NPDES) permits. Included in those requirements are water quality standards for the discharge into water bodies that were originally established by the 1972 Federal Clean Water Act.; and,

WHEREAS, discharging facilities such as the RWF are required to establish pretreatment programs that ensure that treated wastewater is free of regulated pollutants in order to protect public health and the environment, including the health of San Francisco Bay; and,

WHEREAS, pretreatment programs and regulations applicable to users of the City of Santa Clara’s sewer collection system are codified in Santa Clara City Code Chapter 13.10 and the regulatory agencies responsible for administering the RWF’s NPDES permit have recommended various changes to the pretreatment regulations;

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That subsection (a) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(a) “A” definitions:

(1) “Amalgam separator” means a device that: employs filtration, settlement, centrifugation, or ion exchange to remove dental amalgam and its metal constituents from a dental office vacuum system before it discharges to the sanitary sewer; has been certified under the International Organization for Standardization’s standard for amalgam separators as capable of removing a minimum of ninety-five percent (95%) of dental amalgam at flow rates comparable to the flow rate of the actual vacuum suction system in operation; and does not have any automatic flow bypass.

(2) “Ammonia” means the form of nitrogen that is chemically definable as NH₃.

(3) “Audit protocols” means the procedures to be followed in performing flow and pollutant audit studies.

(4) “Authorized or Duly Authorized Representative of the User” means:

(A) For a corporation:

(i) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(ii) The manager of one or more manufacturing, production, or operating facilities if the following criteria are met:

a. The manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations;

b. The manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and

c. The manager has the assigned or delegated authority to sign documents in accordance with corporate procedures.

(B) For a partnership or sole proprietorship: a general partner or proprietor, respectively.

(C) For a Federal, State, or local governmental facility: a

director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(D) The individuals described in paragraphs A through C, above, may designate a Duly Authorized Representative in writing, specifying the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and submitting the authorization to the Director.

(5) “Average concentration” means the concentration of a pollutant in an industrial user’s discharge that is calculated by adding the concentrations of the particular pollutant in all composite samples taken during a given time period, including, but not limited to, self-monitoring samples, and dividing the total by the number of samples taken.”

SECTION 2: That subsection (b) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(b) “B” definitions:

(1) “Baseline Monitoring Report” means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(b), and:

A. For New Sources and sources that become Industrial Users subsequent to the promulgation of an applicable categorical standard, submitted at least ninety (90) days prior to commencement of discharge and contain identifying information, environmental permits in place, a description of operations, flow measurements, measurements of pollutants, and the pretreatment a New Source intends to use to meet the applicable standards, including estimates of measurements;

B. For existing Industrial Users, submitted within one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or after the final administrative decision, and shall contain, at a minimum, identifying information, environmental permits in place, a description of operations, flow measurements, a measurement of pollutants, proper certification, and a compliance schedule as necessary.”

(2) “Batch discharge” means the discharge of wastewater resulting from an intermittent treatment process in which an identified amount of process wastewater is collected, treated to meet discharge standards, and released to the sanitary sewer system.

(3) “Best management practices” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices, such as, standard operating procedures, general good housekeeping, or pollution prevention

practices to prevent or reduce the introduction of pollutants to either the sanitary sewer or storm drain system that have been determined by the Director to be cost-effective for particular industry groups, business types, or specific industrial processes. Best Management Practices may also include approved alternative means (e.g., management plans) of complying with federal, state or local regulations.

(4) “Biochemical oxygen demand” means the quantity of oxygen expressed in parts per million (ppm) by weight, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of twenty degrees centigrade (20° C).”

SECTION 3: That subsection (c) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(c) “C” definitions:

(1) “Categorical industrial user” or “CIU” means a source performing any categorical process subject to Federal pretreatment standards, as described in 40 CFR Sections 405 through 471, as amended from time to time, that has any connection to the sanitary sewer system.

(2) “Categorical pretreatment standard” or “categorical standard” means any regulation containing pollutant discharge limits promulgated by EPA that apply

to specific categories of users and which appear in 40 CFR Sections 405 through 471, as amended from time to time.

(3) “Clean Water Act” is the 1972 amendment to the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq. The Act is the primary legislation concerning water pollution and its regulation. The Act establishes a permit system that must be used by point sources of pollution such as industrial facilities, government facilities, and agricultural operations. These point sources are not allowed to discharge or dispose of the pollutants they produce in surface water without a permit from the National Pollutant Discharge Elimination System (NPDES).

(4) “Code of Federal Regulations” (or “CFR”) refers to the Code of Federal Regulations as published by the Office of the Federal Register National Archives and Records Administration. Whenever a reference is made to any portion of the CFR, or to any other Federal regulation, such reference shall apply to all amendments and additions to such portion of said regulations now or hereinafter enacted.

(5) “Composite sample” means a flow-proportional or time-proportional sample, which accurately represents the average pollutant concentration discharged during a continuous time period. A composite sample may be obtained manually or automatically, and it may be taken discretely or continuously. For manual composite sampling, at least six individual samples from each sample point shall be

combined and mixed to obtain one composite sample; flow-proportion may be obtained either by varying the time interval between each discrete sample or the volume of each discrete sample.

(6) “Continuous discharge” means a discharge which occurs without interruption throughout the operating hours of the facility, except for infrequent shutdowns for maintenance, process changes, or other similar activities.

(7) “Critical user” means a discharger whose wastewater contains priority pollutants, or who discharges any waste which has the potential to cause interference in concentration above those allowed in this chapter and/or who discharges in excess of one hundred thousand (100,000) gallons per day.”

SECTION 4: That subsection (d) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(d) “D” definitions:

(1) “Dental amalgam” means an alloy of mercury with another metal used by dentists to fill cavities in teeth.

(2) “Diluting waters” means noncontact cooling water, boiler blowdown, domestic sewage, groundwater, stormwater, surface drainage, reverse osmosis reject, water softener regeneration, potable waters, or any other waters that are not part of

an industrial process and that do not contain priority pollutants but are combined with industrial wastewater prior to the monitoring point for industrial wastewater discharge. “Diluting waters” also includes excess water used in production processes, such as rinse tanks or rinse water running when in production in excess of operational or quality requirements.

(3) “Director,” for purposes of this chapter, shall mean the Director of Water and Sewer Utilities or his/her designee.

(4) “Discharger” means any person discharging wastewater into the sanitary sewer system.

(5) “Domestic wastewater” means wastewater from private residences and other premises resulting from the use of water for personal washing, sanitary purposes and/or the elimination of human wastes and related matter.”

SECTION 5: That subsection (e) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(e) “E” definitions:

(1) “Enforcement Response Plan” means the City’s plan used to guide enforcement actions taken in response to violations of this code.

(2) “Existing source” means any source of discharge that is not a

new source.”

SECTION 6: That subsection (a) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(i) “I” definitions:

(1) “Indirect discharge or discharge” means the introduction of pollutants or any discharge of wastewater to the sanitary sewer system.

(2) “Industrial user” means any nonresidential user that discharges industrial wastes to the sanitary sewer system.

(3) “Industrial wastes” means the wastes from producing, manufacturing, and processing operations of every kind and nature.

(4) Interference.

(A) “Interference” means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the processes or operation of the sanitary sewer system, including the plant, or causes or significantly contributes to a violation of any requirement of the National Pollutant Discharge Elimination System (NPDES) permit, which is a permit issued to the City pursuant to Section 402 of the Clean Water Act.

(B) “Interference” also includes prevention of biosolids use or

disposal by the plant in accordance with published regulations providing guidelines under Section 405 of the Federal Clean Water Act (33 U.S.C. Sections 1251 through 1387) or in regulations developed pursuant to the Solid Waste Disposal Act (SWDA) (42 U.S.C. Section 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 through 2654), or more stringent State regulations (including those contained in any State biosolids management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the plant.”

SECTION 7: That subsection (a) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(n) “N” definitions:

(1) “New source” means:

(A) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided, that:

(i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(ii) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) The production or wastewater generating processes of the building, structure, facility or installation are, in the sole judgment of the Director, substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(B) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (n)(1)(A)(ii) or (iii) of this section but otherwise alters, replaces, or adds to existing process or production equipment.

(C) Construction of a new source as defined under this definition has commenced if the owner or operator has:

(i) Begun, or caused to begin, as part of a continuous on-site construction program:

a. Any placement, assembly or installation of

facilities or equipment; or

b. Significant site preparation work, including clearing, excavating, or removal of existing buildings, structures, or facilities, which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(ii) Entered into a contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(2) “Ninety (90) Day Compliance Report” means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(d), and:

(A) For a New Source, submitted within ninety (90) days following the commencement of the introduction of wastewater into the POTW, and contain, at a minimum, flow measurements, a measurement of pollutants, and certification of compliance with pretreatment standards; and

(B) For Industrial Users, submitted within ninety (90) days following the final date for compliance with an applicable Pretreatment Standard and

contain, at a minimum, flow measurements, a measurement of pollutants, certification of compliance with pretreatment standards and the actual production during sampling period; and for Industrial Users subject to equivalent mass or concentration limits, a reasonable measure of the long-term production rate.”

SECTION 8: That subsection (p) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(p) “P” definitions:

(1) “Pass-through” means a discharge which exits the plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the plant’s NPDES permit, including an increase in the magnitude or duration of a violation.

(2) “pH” means the logarithm of the reciprocal of the concentration of hydrogen ions in moles per liter of solution.

(3) “Plant” means the San Jose/Santa Clara Regional Wastewater Facility, which is also known as the San Jose/Santa Clara Water Pollution Control Plant.

(4) “Pollutant not present” means a pollutant regulated by a categorical pretreatment standard that is not used or stored in a categorical industrial user’s

facility, is not added to or created by any industrial or pretreatment process at the facility, and is not present above the background levels of the water supply.

(5) “Pretreatment standard” means prohibited discharge standards, including those in federal regulations such as 40 CFR, 403.5, categorical pretreatment standards, and local limits.

(6) “Pretreatment requirements” means any substantive or procedural requirement related to pretreatment imposed on an industrial user other than a pretreatment standard.

(7) “Priority pollutants” means all pollutants as defined by the “General Pretreatment Regulations” of the Environmental Protection Agency, found at Title 40, Chapter 1, Subchapter W, Parts 401 and 403 of the Code of Federal Regulations.

(8) “Process flow” means the daily, twenty-four (24)-hour flow of wastewater from any kind or nature of production, manufacturing, or processing operation, including industrial and commercial operations where water is used for the removal of any type of waste other than sanitary sewage. Process flow does not include diluting waters.”

SECTION 9: That subsection (s) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(s) “S” definitions:

(1) “Sanitary sewage” means water-carried wastes from residences, business buildings, institutions, and industrial establishments, excluding ground, surface, and stormwaters, subsurface drainage, and also excluding industrial waste.

(2) “Sanitary sewer overflow” is any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system, including overflows or releases that reach waters of the United States, overflows or releases that do not reach waters of the United States, and backups into buildings and/or private property caused by conditions within the publicly owned portion of the sewer system.

(3) “Sanitary sewer system” means all publicly owned treatment works (POTW), including the Plant, sewers, treatment plants, and other facilities owned or operated by the City for carrying, collecting, pumping, treating, storing, recycling, and disposing of sanitary sewage and industrial wastes.

(4) “Sewer” means a pipe or conduit for carrying sewage.

(5) “Sewer lateral” (same as “sewer service lateral”) means the sewer connection piping used to convey sewage from a building or facility on a parcel (private or public property) to the City- owned sewer main. Each sewer lateral is owned by the entity that owns the property or facility from which that sewer lateral serves to convey sewage.

(6) “Significant change” means any change in an industrial user’s operation that results in any of the following:

(A) An increase or decrease in twelve-month average process flow of twenty-five percent (25%) over the standard discharger’s average process flow for the discharger’s most immediate preceding twelve (12) months.

(B) An increase or decrease in twelve-month average process flow that results in a change from low flow discharger to standard discharger or from standard discharger to low flow discharger.

(C) An increase or decrease in twelve-month average process flow that results in a change from nonsignificant industrial user to significant industrial user or from significant industrial user to nonsignificant industrial user.

(D) An increase or decrease in twelve-month production rate of twenty-five percent (25%) for any industrial user subject to production-based limits over the industrial user’s production rate for the most immediate preceding twelve (12) months.

(E) Adding or deleting processes, process discharges or sample points.

(F) Waiver of monitoring requirements for any pollutant not present.

(7) “Significant industrial user” means:

(A) An industrial user that has processes subject to categorical pretreatment standards except as provided under subsection (s)(7)(C) of this section; or

(B) An industrial user that:

(i) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the sanitary system (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or

(ii) Contributes a process waste-stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the plant; or

(iii) Is designated as such by the Director on the basis that it has a reasonable potential for adversely affecting the plant's operation or for violating any pretreatment standard or requirement.

(C) A significant industrial user includes an industrial user that has processes subject to categorical pretreatment standards if the industrial user:

(i) Does not discharge more than one hundred (100) gpd of total categorical process wastewater;

(ii) Has complied with all applicable categorical pretreatment standards;

(iii) Never discharges any untreated concentrated wastewater; and

(iv) Submits annually a certificate statement pursuant to 40 CFR Section 403.12(g).

(8) “Significant noncompliance” means a violation or violations by an industrial user meeting one or more of the following criteria:

(A) Chronic violations of wastewater discharge limits defined here as those in which sixty-six percent (66%) or more of all the measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR Section 403.3(l);

(B) Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR Section 403.3(l), multiplied by the applicable TRC (TRC equals 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(C) Any other violation of a pretreatment standard or requirement as defined by 40 CFR Section 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Director determines has caused, alone

or in combination with other discharges, interference or pass-through (including endangering the health of the Director, personnel or the general public);

(D) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the plant's exercise of its emergency authority to halt or prevent such a discharge;

(E) Failure to meet, within ninety (90) days after the scheduled due date, a compliance schedule milestone contained in a discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(F) Failure to provide, within forty-five (45) days after the due date, required reports such as baseline monitoring reports, ninety (90)-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(G) Failure to accurately report noncompliance; and

(H) Any other violation or group of violations, which may include a violation of reasonable control measures, which the Director determines will adversely affect the operation or implementation of the pretreatment program.

(9) "Slug control plan" means the document prepared pursuant to 40 CFR Section 403.8(f)(1)(iii) (B)(6) by a significant industrial user that describes the

procedural and operational controls in place to prevent a slug load or slug discharge.

(10) “Slug load” or “slug discharge” means any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or noncustomary batch discharge, which has a reasonable potential to cause interference or pass-through or in any other way cause a violation of the provisions of this chapter or applicable permit conditions.

(11) “Source” means any building, structure, facility or installation from which there is or may be a potential as determined by the Director discharge pollutants above the local limits included in this chapter or State or Federal limits or wastewater of such volume or strength that it may cause interference, pass-through or operational problems in the sanitary sewer system or at the San Jose/Santa Clara Water Pollution Control Plant.

(12) “Standard discharger” means any industrial discharger who is not a low flow discharger.”

SECTION 10: Section 13.10.210 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.210 Pretreatment by owner or operator.

Each owner or operator shall, at the owner’s or operator’s own expense, provide such

treatment or take such other measures, as the Director may require to prevent accidental discharge, reduce objectionable characteristics, contents, or rate of discharge of waters or waste being deposited in the sanitary sewer system, to prevent damage to or interference with the sanitary sewer system.”

SECTION 11: Section 13.10.230 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.230 Storm and other waters.

(a) No person shall discharge, cause, allow, or permit any stormwater, surface water, ground water, subsurface drainage or roof runoff to be discharged into the sanitary sewer system or any part thereof without a wastewater discharge permit or prior authorization from the Director.

(b) A wastewater discharge permit for the discharge of ground water, subsurface drainage, surface water, roof water or stormwater shall only be issued if there is no reasonable alternative method for disposal of such water.

(c) If permitted, discharge of ground water or subsurface drainage, surface water, roof water or stormwater shall be subject to all applicable requirements of this chapter, including, but not limited to, the payment of applicable permit fees and such terms and conditions as the Director may impose in the wastewater discharge permit.”

SECTION 12: Section 13.10.270 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.270 Grease, oils, fats.

(a) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system any liquid or other waste containing grease in excess of one hundred fifty (150) parts per million by weight.

(b) No person shall discharge, cause, allow, or permit any grease discharge from a food service establishment into the sanitary sewer system, unless such discharge has first been processed through an approved grease control device.

(c) No person shall discharge, cause, allow, or permit to be discharged any yellow grease, or any waste or material mixed with yellow grease, into the sanitary sewer system from a food service establishment. No yellow grease from a food service establishment shall be mixed with grease trap or grease interceptor waste.

(d) Any Industrial user that violates the grease limit shall resample and submit reports to the City for all pollutants in violation of any applicable permit limits or any other pollutants as required by the Director within thirty days of becoming aware of the violations.”

SECTION 13: Section 13.10.290 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled

“Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.290 Corrosive matter.

(a) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system, or any part thereof, any liquid, solid, vapor, gas, or thing having a pH lower than 6.0 or equal to or greater than 12.5, or having any other corrosive property capable of causing damage or hazard to the sanitary sewer system, or any part thereof, or to any personnel operating, maintaining, repairing, or constructing said sanitary sewer system, or any part thereof, or working in or about the sanitary sewer system.

(b) Any Industrial user that violates any of the corrosive matter limits shall resample and submit sample reports for all pollutants in violation of any applicable permit limits or any other pollutants as required by the Director within thirty days of becoming aware of the violation.”

SECTION 14: Section 13.10.310 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.310 Interfering substances.

(a) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system, or any part thereof, any industrial waste containing any of the

following toxic substances exceeding the concentrations set forth in Table A.

(b) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system, or any part thereof, any toxic or poisonous substances or any other pollutant, including biochemical oxygen demand, in sufficient quantity to:

(1) Injure or cause an interference with the sewage treatment process or pass through the Plant;

(2) Constitute a hazard to humans or animals;

(3) Create a hazard for humans or aquatic life in any waters receiving effluent from the sanitary sewer system; or

(4) Create a hazard in the use or disposal of sewage sludge.

(c) All samples, including grab and composite, may be used to evaluate compliance with the limits in Table A.

(d) Any industrial user that violates any of the interfering substances limits must resample and submit sample reports for all pollutants in violation of any applicable limits or any other pollutants as required by the Director within thirty (30) days of becoming aware of the violation.

TABLE A
INTERFERING SUBSTANCES

Toxic Substance	Standard Discharger Maximum	Low Flow Discharger Maximum
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	Allowable Concentration	Allowable Concentration
Antimony	5.0 mg/l	5.0 mg/l
Arsenic	1.0 mg/l	1.0 mg/l
Beryllium	0.75 mg/l	0.75 mg/l
Cadmium	0.7 mg/l	0.7 mg/l
Chromium, Total	1.0 mg/l	1.0 mg/l
Copper	2.3 mg/l	2.7 mg/l
Cyanide, Total	0.5 mg/l	0.5 mg/l
Lead	0.4 mg/l	0.4 mg/l
Mercury	0.010 mg/l	0.010 mg/l
Nickel	0.5 mg/l	2.6 mg/l
Phenols, Total	30.0 mg/l	30.0 mg/l
Selenium	1.0 mg/l	1.0 mg/l
Silver	0.7 mg/l	0.7 mg/l
Zinc	2.6 mg/l	2.6 mg/l

SECTION 15: Section 13.10.390 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.390 Installation and maintenance of amalgam separators.

(a) Except as provided in subsections (b) and (c) of this section, no person shall discharge, cause, allow or permit any discharge to the sanitary sewer system from a dental vacuum system, unless such discharge has first been processed through an amalgam

separator.

(b) For each dental vacuum system installed prior to July 1, 2009, an amalgam separator shall be installed on or before December 31, 2010. No dental vacuum system shall be installed on or after January 31, 2009, without an amalgam separator. Proof of certification and installation records shall be submitted to the Director within ninety (90) days of installation.

(c) A dental vacuum system may be operated without an amalgam separator; provided, that the system is not used in connection with the removal or placement of fillings that contain dental amalgam, except in limited emergency or unplanned, unanticipated circumstances, and the system is used exclusively by the following types of dental practices: (1) oral pathology (2) oral and maxillofacial radiology (3) oral and maxillofacial surgery (4) orthodontics (5) periodontics or (6) prosthodontics.

(d) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be maintained for a minimum of five years and available for immediate inspection upon request therefor by the Director or designee during normal business hours.”

SECTION 16: Section 13.10.420 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.420 Mandatory wastewater discharge permits.

No critical user, zero discharge categorical user, or significant industrial user shall connect, discharge, cause, allow, or permit any discharge into the sanitary sewer system except in accordance with a discharge permit issued by the Director.”

SECTION 17: Section 13.10.440 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.440 Permit application.

(a) All persons requiring a discharge permit shall file a complete application, in the form prescribed by the Director, and accompanied by the applicable fees, as established by resolution of the City Council.

(b) For new construction, permit applications shall be filed with the Director at the time that an application for a building permit for a new building or structure is made.

(c) All persons discharging wastewater into the sanitary sewer system for which a wastewater discharge permit has been issued must apply for a new permit prior to making a significant change in the operations affecting their discharge.

(d) Waiver of pollutants not present.

(1) A categorical industrial user seeking to request a waiver of

monitoring requirements for pollutants not present must submit the following with its permit application:

(A) Data from at least one sampling of the facility's process wastewater prior to any treatment that is representative of all wastewater from all processes;

(B) Signature in compliance with SCCC 13.10.460;

(C) Certification statement as specified under 40 CFR Section 403.6(a)(2)(ii); and

(D) Other technical factors as may be required by the Director to demonstrate that the pollutant is not present in the industrial user's discharge.

(2) If approved, the waiver shall be included as part of the categorical industrial user's discharge permit. The categorical industrial user must certify in each self monitoring report with the statement set forth in 40 CFR Section 403.12(e)(2)(v) that there has been no increase in the waste stream due to the activities of the user of the pollutant that was waived.

(3) The waiver shall only be valid for the term of the permit, and a new request for waiver must be submitted for each new permit."

SECTION 18: Section 13.10.460 of Chapter 13.10 (entitled "Sewers") of Title 13 (entitled "Public Services") of the Code of the City of Santa Clara, California is amended to read as

follows:

“13.10.460 Signature requirements.

(a) Permit applications, discharge reports, and any other reports required by the Director to be signed shall be signed by an Authorized or Duly Authorized Representative of the User filing the application.

(b) Reports subject to the requirements of Title 40 of the Code of Federal Regulations shall include the following certification statement as contained in the Title 40 of the Code of Federal Regulations:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

SECTION 19: Section 13.10.470 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.470 Additional information.

(a) If the Director is not satisfied that the permit application has sufficient information to determine whether the permit should be issued, the Director may refuse to issue the permit or request that the applicant submit further information.

(b) The applicant shall have fourteen (14) calendar days, or such longer period of time as allowed by the Director, after reviewing a request for information, to complete the application.

(c) If the returned application is not resubmitted within the specified time period, then a new application for a discharge permit must be submitted along with the application fees and any delinquent fees for a new permit.”

SECTION 20: Section 13.10.480 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.480 No transfer of permit.

(a) Discharge permits are issued to a specific user for a specific operation. A discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without prior approval of the Director.

(b) Wastewater discharge permit may be transferred to a new owner or operator only if the permittee provides advance written notice to the Director and the Director

approves the transfer of a wastewater discharge permit.

(1) The notice to the Director must include a certification by the new owner or operator which:

a. States the new owner and/or operator has no immediate intent to change the facility's operations and processes;

b. Identifies the specific date on which the transfer is to occur; and

c. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

(2) Failure to provide advanced notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(c) Upon an approved transfer, the existing owner or operator shall provide a copy of the wastewater discharge permit to the new owner or operator. The new owner or operator shall submit a wastewater discharge permit application and appropriate permit application fee within thirty (30) days of the date of the approved transfer.

(d) Nothing in this Section shall be construed to prevent the application of terms and conditions of this Chapter, including enforcement penalties, from applying to a succeeding owner or operator, successor in interest, or other assigns of an existing contract or permit holder.”

SECTION 21: Section 13.10.500 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.500 Permit conditions.

(a) Discharge permits shall be expressly subject to all provisions of this chapter and all other regulations, user charges, discharge limitations, and fees established by the City and all applicable local, State, and Federal law and regulations.

(b) The permit may include such terms and conditions as the Director may deem necessary to implement this chapter, or any other applicable local, State, or Federal law and regulations, including, but not limited to:

(1) Limits on the average and maximum wastewater volume, constituents and characteristics;

(2) Requirements for installation and maintenance of flow monitoring, inspection, and sampling facilities;

(3) Specifications and pretreatment requirements for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests, and reporting schedule;

(4) Compliance schedules;

(5) Requirements for submission of technical reports or discharge

reports;

(6) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the City and affording the City access thereto;

(7) Requirements for notification to the City of any new introduction of wastewater constituents or any significant change in the volume or character of the wastewater constituents being introduced into the wastewater stream;

(8) Requirements and plans for protection against accidental discharges, including, but not limited to, berming of chemicals and waste materials. The review and approval of such plans and operating procedures shall not relieve the user of the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Code or other State or Federal regulations;

(9) Requirements for notification of accidental discharges;

(10) Requirements for submission of a slug control plan or specific elements thereof.

(c) No person shall fail to comply with the terms and conditions of a discharge permit, or fail to comply with any other mandatory provision of this chapter, or other regulations, or discharge limitations established by the city, or local, state and federal laws and regulations. Each violation of the permit condition or other rule, regulation, or law, shall

be a separate violation under this code.”

SECTION 22: That a new Section 13.10.525 is added to Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California to read as follows:

“13.10.525 Best management practices.

(a) The Director may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement local limits, federal regulations, and the requirements under this Chapter.

(b) All industrial users shall follow BMPs established by ordinance, individual wastewater discharge permit, or implement BMPs in their operations to minimize the discharge of pollutants to the sanitary sewer system and ensure appropriate monitoring, treatment, and other measures are being taken to prevent violations.

(c) When an industrial user develops BMPs in response to an enforcement action, the user shall continue to implement those BMPs and any associated record keeping unless approved to discontinue.

(d) Industrial users subject to BMPs as a means of complying with the standards of this Title shall maintain documentation to demonstrate compliance with the applicable BMP standards.

(e) Periodic reports on continued compliance for BMP regulated dischargers shall

require the discharger to certify that the BMPs have been implemented during the reporting period.”

SECTION 23: Section 13.10.570 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.570 Power to inspect.

(a) The Director and other duly authorized employees and agents of the City bearing credentials and identification shall have the right to access upon all properties for the purpose of investigating compliance, with all the requirements of this Code, state, federal regulations, and any permit, and for inspecting any sewer or storm drain connection, including, but not limited to, all discharge connections of roof and surface drains and plumbing fixtures; inspecting, observing, measuring, photographing, sampling, and testing the quality, consistency, and characteristics of sewage and industrial wastewaters being discharged into any public sewer or natural outlet; and inspecting and copying any records relating to quantity and quality of wastewater discharges, including, but not limited to, water usage and effluent discharge, chemical usage, and hazardous waste records.

(b) It shall be unlawful to unreasonably obstruct, delay, or interfere with the City access to the owner’s and/or operator’s premises.

(c) The Director may terminate service or revoke the permit of any person who has unreasonably refused or delayed access to the City”.

SECTION 24: Section 13.10.580 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.580 Discharge reports.

(a) Dischargers are subject to the reporting requirements as contained in Title 40 CFR. The Director may require that any person connected to or discharging wastewater into the sanitary sewer system file additional periodic discharge reports or a zero discharge report, including, but not limited to, the requirements contained in 40 CFR 403.12, or other applicable federal regulation.

(b) The periodic discharge report may be required to include, but need not be limited to, nature of process, volume, rates of flow, mass emission rate, hours of operation, number of employees, hauling record, potential slug discharge, or other information which relates to the generation of waste, including wastewater constituents and characteristics in the wastewater discharge and the ability of the discharger to meet applicable discharge limits.

(c) The zero discharge report shall certify that the zero discharger user does not discharge any process water to sanitary sewer system, or for a zero discharge categorical

user, discharge any categorical process water or ancillary process water to the designated zero discharge categorical sample point or into the sanitary sewer system. This report may be required to include, but need not be limited to, the nature of the process, hours of operation, number of employees, hauling records, or other information that relates to the generation of wastes.

(d) The Director may also require such periodic discharge reports and zero discharge reports to include information concerning the chemical constituents and quantity of chemicals stored on site, including waste hauling records or other information, which relates to the generation of wastes even though they may not normally be discharged.

(e) In addition to discharge reports, the Director may require dischargers to submit such additional reports as may be necessary to allow the City to evaluate the discharger's ability to comply with this chapter, including but not limited to best management practice or self-monitoring reports.

(f) It shall be unlawful for any person who has discharged wastewater to the sanitary sewer system to refuse to file any report requested by the Director, to file an incomplete or inaccurate report, or to file any report after the application due date specified by the Director.

(g) Sampling and analysis shall be performed in accordance with federal regulations including 40 CFR 403.12 and amendments thereto. Where federal regulations

do not contain sampling or analytical methods for the pollutant in question, or where the Director determines that federal regulations are inappropriate for the pollutant in question, sampling and analysis shall be performed by using analytical methods validated by the Director.”

SECTION 25: Section 13.10.590 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.590 Termination of service.

(a) The Director may revoke any wastewater discharge permit, and/or terminate, or cause to be terminated, wastewater service to any premises:

(1) If a discharge of wastewater from the premises causes or threatens to cause a violation of any provision of this chapter or applicable local, State, or Federal regulations; or

(2) If a discharge of wastewater from the premises causes or threatens to cause a condition of contamination, pollution, or nuisance.

(3) If a permittee violates any provision of this chapter or applicable local, state or federal regulations or permit condition.

(b) This provision is in addition to other statutes, rules or regulations authorizing termination of service for delinquency in payment.”

SECTION 26: Section 13.10.600 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.600 Permit revocation.

Wastewater discharge permits may be revoked if a permittee violates any provision of this chapter or applicable local, state, federal regulations or permit condition or for one or more material violations of this chapter, including but not limited to:

- (a) Failure to notify the City of changes to the user’s operations or systems as described in the wastewater discharge permit application;
- (b) Misrepresentation of or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (c) Falsifying self-monitoring reports;
- (d) Tampering with monitoring facilities or equipment;
- (e) Refusing to allow the City timely access to the facility premises and records;
- (f) Failure to meet the prohibitions on discharge according to applicable State, Federal and local law;
- (g) Failure to meet compliance time schedules or any wastewater discharge permit conditions or requirements;
- (h) Failure to pay fines and/or penalties;

- (i) Failure to pay sewer charges;
- (j) Failure to complete a wastewater discharge permit application or submit a discharge report;
- (k) Violation of any pretreatment standard or requirement.”

SECTION 27: Section 13.10.640 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.640 Violations and Penalties.

(a) No person shall discharge in violation of, or fail to comply with the requirements of a discharge permit, or any other provision of this chapter, or other regulations, or discharge limitations established by the city, or local, state and federal laws and regulations. Each violation of the permit condition or other rule, regulation, or law, shall be a separate violation under this code.

(b) Pursuant to SCCC Chapters 1.05 and 1.10, the City, in its prosecutorial discretion, may enforce violations of the provisions of this chapter as a criminal, civil, and/or administrative action. All penalties and citations pursuant to applicable law, including but not limited to Government Code Section 54740.5 and SCCC Chapters 1.05 and 1.10, shall apply to violations of this chapter.

(c) In addition to the provisions of SCCC Chapters 1.05 and 1.10, and due to the

significant potential harm caused to the environment by violation of provisions of this chapter, any person who intentionally, accidentally, or negligently violates any provisions of this chapter or any provision of any permit issued pursuant to this chapter, or who intentionally, accidentally, or negligently discharges waste or wastewater that causes pollution or violates any effluent limitation, standard of performance, or pretreatment or toxicity standard shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000.00) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000.00) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000.00) for each additional day. The City may petition a court of appropriate jurisdiction to impose, assess, and recover such sums. Funds collected pursuant to this section shall be paid to City's environmental compliance fee account.

(d) Any assessed penalty shall be paid within ten days from the date of notice of such penalty. Interest shall accrue at the rate of the United States government T-Bills sold at the latest sale prior to the date of the delinquency plus three percent prorated per month or fraction thereof on the amount of penalty from the date of delinquency.

(e) The amount of any penalties imposed under this chapter which have remained delinquent for a period of sixty (60) days shall constitute a lien against the real property of the discharger from which the violation occurred resulting in imposition of the penalty. The Director shall cause the amount of uncollected penalty to be recorded with the

County Recorder, in accordance with Government Code Section 54740.5.

(f) The City may take enforcement action into immediate effect for any violation of this Code, including through escalation as set forth in the Enforcement Response Plan. Nothing in this Code or the Enforcement Response Plan requires escalation of enforcement and, instead, the City may take any action it deems necessary under the circumstances.

(g) Any and all remedies for violations of this chapter are cumulative and not exclusive and shall be in addition to all other remedies available to the City under State and Federal law and local ordinances. Funds collected pursuant to this section shall be paid to City's environmental compliance fee account."

SECTION 28: Section 13.10.670 of Chapter 13.10 (entitled "Sewers") of Title 13 (entitled "Public Services") of the Code of the City of Santa Clara, California is repealed.

SECTION 29: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 30: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective

date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 31: Environmental Determination. This ordinance is exempt from review under the California Environmental Quality Act under Section 15308 of the CEQA Guidelines, actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

SECTION 32: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of December, 2021, by the following vote:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

SECTION 1: That subsection (a) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(a) “A” definitions:

(1) “Amalgam separator” means a device that: employs filtration, settlement, centrifugation, or ion exchange to remove dental amalgam and its metal constituents from a dental office vacuum system before it discharges to the sanitary sewer; has been certified under the International Organization for Standardization’s standard for amalgam separators as capable of removing a minimum of ninety-five percent (95%) of dental amalgam at flow rates comparable to the flow rate of the actual vacuum suction system in operation; and does not have any automatic flow bypass.

(2) “Ammonia” means the form of nitrogen that is chemically definable as NH₃.

(3) “Audit protocols” means the procedures to be followed in performing flow and pollutant audit studies.

(4) “Authorized or Duly Authorized Representative of the User” means:

(A) For a corporation:

(i) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person

who performs similar policy or decision-making functions for the corporation; or

(ii) The manager of one or more manufacturing, production, or operating facilities if the following criteria are met:

a. The manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations;

b. The manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and

c. The manager has the assigned or delegated authority to sign documents in accordance with corporate procedures.

(B) For a partnership or sole proprietorship: a general partner or proprietor, respectively.

(C) For a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(D) The individuals described in paragraphs A through C, above, may designate a Duly Authorized Representative in writing, specifying the individual

or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and submitting the authorization to the Director.

(5) “Average concentration” means the concentration of a pollutant in an industrial user’s discharge that is calculated by adding the concentrations of the particular pollutant in all composite samples taken during a given time period, including, but not limited to, self-monitoring samples, and dividing the total by the number of samples taken.”

SECTION 2: That subsection (b) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(b) “B” definitions:

(1) “Baseline Monitoring Report” means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(b), and:

A. For New Sources and sources that become Industrial Users subsequent to the promulgation of an applicable categorical standard, submitted at least ninety (90) days prior to commencement of discharge and contain identifying information, environmental permits in place, a description of operations, flow measurements, measurements of pollutants, and the pretreatment a New Source intends to

use to meet the applicable standards, including estimates of measurements;

B. For existing Industrial Users, submitted within one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or after the final administrative decision, and shall contain, at a minimum, identifying information, environmental permits in place, a description of operations, flow measurements, a measurement of pollutants, proper certification, and a compliance schedule as necessary.”

(2) “Batch discharge” means the discharge of wastewater resulting from an intermittent treatment process in which an identified amount of process wastewater is collected, treated to meet discharge standards, and released to the sanitary sewer system.

(3) “Best management practices” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices, such as, standard operating procedures, general good housekeeping, or pollution prevention practices to prevent or reduce the introduction of pollutants to either the sanitary sewer or storm drain system that have been determined by the Director to be cost-effective for particular industry groups, business types, or specific industrial processes. Best Management Practices may also include approved alternative means (e.g., management plans) of complying with federal, state or local regulations.

(4) “Biochemical oxygen demand” means the quantity of oxygen

expressed in parts per million (ppm) by weight, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of twenty degrees centigrade (20° C).”

SECTION 3: That subsection (c) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(c) “C” definitions:

(1) “Categorical industrial user” or “CIU” means a source performing any categorical process subject to Federal pretreatment standards, as described in 40 CFR Sections 405 through 471, as amended from time to time, that has any connection to the sanitary sewer system.

(2) “Categorical pretreatment standard” or “categorical standard” means any regulation containing pollutant discharge limits promulgated by EPA that apply to specific categories of users and which appear in 40 CFR Sections 405 through 471, as amended from time to time.

(3) “Clean Water Act” is the 1972 amendment to the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq. The Act is the primary legislation concerning water pollution and its regulation. The Act establishes a permit system that must be used by point sources of pollution such as industrial facilities, government facilities, and agricultural operations. These point sources are not allowed to discharge or dispose of the

pollutants they produce in surface water without a permit from the National Pollutant Discharge Elimination System (NPDES).

(4) “Code of Federal Regulations” (or “CFR”) refers to the Code of Federal Regulations as published by the Office of the Federal Register National Archives and Records Administration. Whenever a reference is made to any portion of the CFR, or to any other Federal regulation, such reference shall apply to all amendments and additions to such portion of said regulations now or hereinafter enacted.

(5) “Composite sample” means a flow-proportional or time-proportional sample, which accurately represents the average pollutant concentration discharged during a continuous time period. A composite sample may be obtained manually or automatically, and it may be taken discretely or continuously. For manual composite sampling, at least six individual samples from each sample point shall be combined and mixed to obtain one composite sample; flow-proportion may be obtained either by varying the time interval between each discrete sample or the volume of each discrete sample.

(6) “Continuous discharge” means a discharge which occurs without interruption throughout the operating hours of the facility, except for infrequent shutdowns for maintenance, process changes, or other similar activities.

(7) “Critical user” means a discharger whose wastewater contains priority pollutants, or who discharges any waste which has the potential to cause

interference in concentration above those allowed in this chapter and/or who discharges in excess of one hundred thousand (100,000) gallons per day.”

SECTION 4: That subsection (d) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(d) “D” definitions:

(1) “Dental amalgam” means an alloy of mercury with another metal used by dentists to fill cavities in teeth.

(2) “Diluting waters” means noncontact cooling water, boiler blowdown, domestic sewage, groundwater, stormwater, surface drainage, reverse osmosis reject, water softener regeneration, potable waters, or any other waters that are not part of an industrial process and that do not contain priority pollutants but are combined with industrial wastewater prior to the monitoring point for industrial wastewater discharge. “Diluting waters” also includes excess water used in production processes, such as rinse tanks or rinse water running when in production in excess of operational or quality requirements.

(3) “Director,” for purposes of this chapter, shall mean the Director of Water and Sewer Utilities or his/her designee.

(4) “Discharger” means any person discharging wastewater into the sanitary sewer system.

(5) “Domestic wastewater” means wastewater from private residences and other premises resulting from the use of water for personal washing, sanitary purposes and/or the elimination of human wastes and related matter.”

SECTION 5: That subsection (e) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(e) “E” definitions:

(1) “Enforcement Response Plan” means the City’s plan used to guide enforcement actions taken in response to violations of this code.

(2) “Existing source” means any source of discharge that is not a new source.”

SECTION 6: That subsection (a) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(i) “I” definitions:

(1) “Indirect discharge or discharge” means the introduction of pollutants or any discharge of wastewater to the sanitary sewer system.

(2) “Industrial user” means any nonresidential user that discharges industrial wastes to the sanitary sewer system.

(3) “Industrial wastes” means the wastes from producing,

manufacturing, and processing operations of every kind and nature.

(4) Interference.

(A) “Interference” means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the processes or operation of the sanitary sewer system, including the plant, or causes or significantly contributes to a violation of any requirement of the National Pollutant Discharge Elimination System (NPDES) permit, which is a permit issued to the City pursuant to Section 402 of the Clean Water Act.

(B) “Interference” also includes prevention of biosolids use or disposal by the plant in accordance with published regulations providing guidelines under Section 405 of the Federal Clean Water Act (33 U.S.C. Sections 1251 through 1387) or in regulations developed pursuant to the Solid Waste Disposal Act (SWDA) (42 U.S.C. Section 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 through 2654), or more stringent State regulations (including those contained in any State biosolids management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the plant.”

SECTION 7: That subsection (a) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(n) “N” definitions:

(1) “New source” means:

(A) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided, that:

(i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(ii) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) The production or wastewater generating processes of the building, structure, facility or installation are, in the sole judgment of the Director, substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(B) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection REDLINE of Ordinance Amending Chapter 13.10 “SEWERS”

(n)(1)(A)(ii) or (iii) of this section but otherwise alters, replaces, or adds to existing process or production equipment.

(C) Construction of a new source as defined under this definition has commenced if the owner or operator has:

(i) Begun, or caused to begin, as part of a continuous on-site construction program:

a. Any placement, assembly or installation of facilities or equipment; or

b. Significant site preparation work, including clearing, excavating, or removal of existing buildings, structures, or facilities, which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(ii) Entered into a contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(2) “Ninety (90) Day Compliance Report” means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(d), and:

(A) For a New Source, submitted within ninety (90) days following the commencement of the introduction of wastewater into the POTW, and contain, at a minimum, flow measurements, a measurement of pollutants, and certification of compliance with pretreatment standards; and

(B) For Industrial Users, submitted within ninety (90) days following the final date for compliance with an applicable Pretreatment Standard and contain, at a minimum, flow measurements, a measurement of pollutants, certification of compliance with pretreatment standards and the actual production during sampling period; and for Industrial Users subject to equivalent mass or concentration limits, a reasonable measure of the long-term production rate.”

SECTION 8: That subsection (p) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(p) “P” definitions:

(1) “Pass-through” means a discharge which exits the plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the plant’s NPDES permit, including an increase in the magnitude or duration of a violation.

(2) “pH” means the logarithm of the reciprocal of the concentration

of hydrogen ions in moles per liter of solution.

(3) “Plant” means the San Jose/Santa Clara Regional Wastewater Facility, which is also known as the San Jose/Santa Clara Water Pollution Control Plant.

(4) “Pollutant not present” means a pollutant regulated by a categorical pretreatment standard that is not used or stored in a categorical industrial user’s facility, is not added to or created by any industrial or pretreatment process at the facility, and is not present above the background levels of the water supply.

(5) “Pretreatment standard” means prohibited discharge standards, including those in federal regulations such as 40 CFR, 403.5, categorical pretreatment standards, and local limits.

(6) “Pretreatment requirements” means any substantive or procedural requirement related to pretreatment imposed on an industrial user other than a pretreatment standard.

(7) “Priority pollutants” means all pollutants as defined by the “General Pretreatment Regulations” of the Environmental Protection Agency, found at Title 40, Chapter 1, Subchapter W, Parts 401 and 403 of the Code of Federal Regulations.

(8) “Process flow” means the daily, twenty-four (24)-hour flow of wastewater from any kind or nature of production, manufacturing, or processing operation, including industrial and commercial operations where water is used for the removal of any type of waste other than sanitary sewage. Process flow does not include diluting waters.”

SECTION 9: That subsection (s) of Section 13.10.020 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“(s) “S” definitions:

(1) “Sanitary sewage” means water-carried wastes from residences, business buildings, institutions, and industrial establishments, excluding ground, surface, and stormwaters, subsurface drainage, and also excluding industrial waste.

(2) “Sanitary sewer overflow” is any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system, including overflows or releases that reach waters of the United States, overflows or releases that do not reach waters of the United States, and backups into buildings and/or private property caused by conditions within the publicly owned portion of the sewer system.

(3) “Sanitary sewer system” means all publicly owned treatment works (POTW), including the Plant, sewers, treatment plants, and other facilities owned or operated by the City for carrying, collecting, pumping, treating, storing, recycling, and disposing of sanitary sewage and industrial wastes.

(4) “Sewer” means a pipe or conduit for carrying sewage.

(5) “Sewer lateral” (same as “sewer service lateral”) means the sewer connection piping used to convey sewage from a building or facility on a parcel

(private or public property) to the City- owned sewer main. Each sewer lateral is owned by the entity that owns the property or facility from which that sewer lateral serves to convey sewage.

(6) “Significant change” means any change in an industrial user’s operation that results in any of the following:

(A) An increase or decrease in twelve-month average process flow of twenty-five percent (25%) over the standard discharger’s average process flow for the discharger’s most immediate preceding twelve (12) months.

(B) An increase or decrease in twelve-month average process flow that results in a change from low flow discharger to standard discharger or from standard discharger to low flow discharger.

(C) An increase or decrease in twelve-month average process flow that results in a change from nonsignificant industrial user to significant industrial user or from significant industrial user to nonsignificant industrial user.

(D) An increase or decrease in twelve-month production rate of twenty-five percent (25%) for any industrial user subject to production-based limits over the industrial user’s production rate for the most immediate preceding twelve (12) months.

(E) Adding or deleting processes, process discharges or sample points.

(F) Waiver of monitoring requirements for any pollutant not

present.

(7) “Significant industrial user” means:

(A) An industrial user that has processes subject to categorical pretreatment standards except as provided under subsection (s)(7)(C) of this section; or

(B) An industrial user that:

(i) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the sanitary system (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or

(ii) Contributes a process waste-stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the plant; or

(iii) Is designated as such by the Director on the basis that it has a reasonable potential for adversely affecting the plant’s operation or for violating any pretreatment standard or requirement.

(C) A significant industrial user includes an industrial user that has processes subject to categorical pretreatment standards if the industrial user:

(i) Does not discharge more than one hundred (100) gpd of total categorical process wastewater;

(ii) Has complied with all applicable categorical

pretreatment standards;

(iii) Never discharges any untreated concentrated wastewater; and

(iv) Submits annually a certificate statement pursuant to 40 CFR Section 403.12(g).

(8) “Significant noncompliance” means a violation or violations by an industrial user meeting one or more of the following criteria:

(A) Chronic violations of wastewater discharge limits defined here as those in which sixty-six percent (66%) or more of all the measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR Section 403.3(l);

(B) Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR Section 403.3(l), multiplied by the applicable TRC (TRC equals 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(C) Any other violation of a pretreatment standard or requirement as defined by 40 CFR Section 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Director determines has caused, alone

or in combination with other discharges, interference or pass-through (including endangering the health of the Director, personnel or the general public);

(D) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the plant's exercise of its emergency authority to halt or prevent such a discharge;

(E) Failure to meet, within ninety (90) days after the scheduled due date, a compliance schedule milestone contained in a discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(F) Failure to provide, within forty-five (45) days after the due date, required reports such as baseline monitoring reports, ninety (90)-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(G) Failure to accurately report noncompliance; and

(H) Any other violation or group of violations, which may include a violation of reasonable control measures, which the Director determines will adversely affect the operation or implementation of the pretreatment program.

(9) "Slug control plan" means the document prepared pursuant to 40 CFR Section 403.8(f)(1)(iii) (B)(6) by a significant industrial user that describes the procedural and operational controls in place to prevent a slug load or slug discharge.

(10) “Slug load” or “slug discharge” means any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or noncustomary batch discharge, which has a reasonable potential to cause interference or pass-through or in any other way cause a violation of the provisions of this chapter or applicable permit conditions.

(11) “Source” means any building, structure, facility or installation from which there is or may be a potential as determined by the Director discharge pollutants above the local limits included in this chapter or State or Federal limits or wastewater of such volume or strength that it may cause interference, pass-through or operational problems in the sanitary sewer system or at the San Jose/Santa Clara Water Pollution Control Plant.

(12) “Standard discharger” means any industrial discharger who is not a low flow discharger.”

SECTION 10: Section 13.10.210 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.210 Pretreatment by owner or operator.

Each owner or operator shall, at the owner’s or operator’s own expense, provide such treatment or take such other measures, as the Director may require to prevent accidental discharge, reduce objectionable characteristics, contents, or rate of discharge of waters or

waste being deposited in the sanitary sewer system, to prevent damage to or interference with the sanitary sewer system.”

SECTION 11: Section 13.10.230 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.230 Storm and other waters.

(a) No person shall discharge, cause, allow, or permit any stormwater, surface water, ground water, subsurface drainage or roof runoff to be discharged into the sanitary sewer system or any part thereof without a wastewater discharge permit or prior authorization from the Director.

(b) A wastewater discharge permit for the discharge of ground water, subsurface drainage, surface water, roof water or stormwater shall only be issued if there is no reasonable alternative method for disposal of such water.

(c) If permitted, discharge of ground water or subsurface drainage, surface water, roof water or stormwater shall be subject to all applicable requirements of this chapter, including, but not limited to, the payment of applicable permit fees and such terms and conditions as the Director may impose in the wastewater discharge permit.”

SECTION 12: Section 13.10.270 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.270 Grease, oils, fats.

(a) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system any liquid or other waste containing grease in excess of one hundred fifty (150) parts per million by weight.

(b) No person shall discharge, cause, allow, or permit any grease discharge from a food service establishment into the sanitary sewer system, unless such discharge has first been processed through an approved grease control device.

(c) No person shall discharge, cause, allow, or permit to be discharged any yellow grease, or any waste or material mixed with yellow grease, into the sanitary sewer system from a food service establishment. No yellow grease from a food service establishment shall be mixed with grease trap or grease interceptor waste.

(d) Any Industrial user that violates the grease limit shall resample and submit reports to the City for all pollutants in violation of any applicable permit limits or any other pollutants as required by the Director within thirty days of becoming aware of the violations.”

SECTION 13: Section 13.10.290 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.290 Corrosive matter.

(a) No person shall discharge, cause, allow, or permit to be discharged into the

sanitary sewer system, or any part thereof, any liquid, solid, vapor, gas, or thing having a pH lower than 6.0 or equal to or greater than 12.5, or having any other corrosive property capable of causing damage or hazard to the sanitary sewer system, or any part thereof, or to any personnel operating, maintaining, repairing, or constructing said sanitary sewer system, or any part thereof, or working in or about the sanitary sewer system.

(b) Any Industrial user that violates any of the corrosive matter limits shall resample and submit sample reports for all pollutants in violation of any applicable permit limits or any other pollutants as required by the Director within thirty days of becoming aware of the violation.”

SECTION 14: Section 13.10.310 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.310 Interfering substances.

(a) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system, or any part thereof, any industrial waste containing any of the following toxic substances exceeding the concentrations set forth in Table A.

(b) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system, or any part thereof, any toxic or poisonous substances or any other pollutant, including biochemical oxygen demand, in sufficient quantity to:

(1) Injure or cause an interference with the sewage treatment

process or pass through the Plant;

(2) Constitute a hazard to humans or animals;

(3) Create a hazard for humans or aquatic life in any waters receiving effluent from the sanitary sewer system; or

(4) Create a hazard in the use or disposal of sewage sludge.

(c) All samples, including grab and composite, may be used to evaluate compliance with the limits in Table A.

(d) Any industrial user that violates any of the interfering substances limits must resample and submit sample reports for all pollutants in violation of any applicable limits or any other pollutants as required by the Director within thirty (30) days of becoming aware of the violation.

**TABLE A
INTERFERING SUBSTANCES**

Toxic Substance	Standard Discharger Maximum Allowable Concentration	Low Flow Discharger Maximum Allowable Concentration
Antimony	5.0 mg/l	5.0 mg/l
Arsenic	1.0 mg/l	1.0 mg/l
Beryllium	0.75 mg/l	0.75 mg/l
Cadmium	0.7 mg/l	0.7 mg/l
Chromium, Total	1.0 mg/l	1.0 mg/l
Copper	2.3 mg/l	2.7 mg/l

Cyanides, <u>(Total)</u>	0.5 mg/l	0.5 mg/l
Lead	0.4 mg/l	0.4 mg/l
Mercury	0.010 mg/l	0.010 mg/l
Nickel	0.5 mg/l	2.6 mg/l
Phenols, <u>(Total)-and</u> <u>derivatives</u>	30.0 mg/l	30.0 mg/l
Selenium	1.0 mg/l	1.0 mg/l
Silver	0.7 mg/l	0.7 mg/l
Zinc	2.6 mg/l	2.6 mg/l

SECTION 15: Section 13.10.390 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.390 Installation and maintenance of amalgam separators.

(a) Except as provided in subsections (b) and (c) of this section, no person shall discharge, cause, allow or permit any discharge to the sanitary sewer system from a dental vacuum system, unless such discharge has first been processed through an amalgam separator.

(b) For each dental vacuum system installed prior to July 1, 2009, an amalgam separator shall be installed on or before December 31, 2010. No dental vacuum system shall be installed on or after January 31, 2009, without an amalgam separator. Proof of certification and installation records shall be submitted to the Director within ninety (90) days of installation.

(c) A dental vacuum system may be operated without an amalgam separator; provided, that the system is not used in connection with the removal or placement of fillings that contain dental amalgam, except in limited emergency or unplanned, unanticipated circumstances, and the system is used exclusively by the following types of dental practices: (1) oral pathology (2) oral and maxillofacial radiology (3) oral and maxillofacial surgery (4) orthodontics (5) periodontics or (6) prosthodontics.

(d) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be maintained for a minimum of five years and available for immediate inspection upon request therefor by the Director or designee during normal business hours.”

SECTION 16: Section 13.10.420 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.420 Mandatory wastewater discharge permits.

No critical user, zero discharge categorical user, or significant industrial user shall connect, discharge, cause, allow, or permit any discharge into the sanitary sewer system except in accordance with a discharge permit issued by the Director.”

SECTION 17: Section 13.10.440 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.440 Permit application.

(a) All persons requiring a discharge permit shall file a complete application, in the form prescribed by the Director, and accompanied by the applicable fees, as established by resolution of the City Council.

(b) For new construction, permit applications shall be filed with the Director at the time that an application for a building permit for a new building or structure is made.

(c) All persons discharging wastewater into the sanitary sewer system for which a wastewater discharge permit has been issued must apply for a new permit prior to making a significant change in the operations affecting their discharge.

(d) Waiver of pollutants not present.

(1) A categorical industrial user seeking to request a waiver of monitoring requirements for pollutants not present must submit the following with its permit application:

(A) Data from at least one sampling of the facility’s process wastewater prior to any treatment that is representative of all wastewater from all processes;

(B) Signature in compliance with SCCC 13.10.460;

(C) Certification statement as specified under 40 CFR Section 403.6(a)(2)(ii); and

(D) Other technical factors as may be required by the

Director to demonstrate that the pollutant is not present in the industrial user's discharge.

(2) If approved, the waiver shall be included as part of the categorical industrial user's discharge permit. The categorical industrial user must certify in each self monitoring report with the statement set forth in 40 CFR Section 403.12(e)(2)(v) that there has been no increase in the waste stream due to the activities of the user of the pollutant that was waived.

(3) The waiver shall only be valid for the term of the permit, and a new request for waiver must be submitted for each new permit."

SECTION 18: Section 13.10.460 of Chapter 13.10 (entitled "Sewers") of Title 13 (entitled "Public Services") of the Code of the City of Santa Clara, California is amended to read as follows:

"13.10.460 Signature requirements.

(a) Permit applications, discharge reports, and any other reports required by the Director to be signed shall be signed by an Authorized or Duly Authorized Representative of the User filing the application.

(b) Reports subject to the requirements of Title 40 of the Code of Federal Regulations shall include the following certification statement as contained in the Title 40 of the Code of Federal Regulations:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to REDLINE of Ordinance Amending Chapter 13.10 "SEWERS"

assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

SECTION 19: Section 13.10.470 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.470 Additional information.

(a) If the Director is not satisfied that the permit application has sufficient information to determine whether the permit should be issued, the Director may refuse to issue the permit or request that the applicant submit further information.

(b) The applicant shall have fourteen (14) calendar days, or such longer period of time as allowed by the Director, after reviewing a request for information, to complete the application.

(c) If the returned application is not resubmitted within the specified time period, then a new application for a discharge permit must be submitted along with the application fees and any delinquent fees for a new permit.”

SECTION 20: Section 13.10.480 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled

“Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.480 No transfer of permit.

(a) ~~Discharge permits are issued to a specific user for a specific operation; discharge permit; nor shall any user attempt to use the permit for premises, facilities, or operations not covered by the permit. A discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without prior approval of the Director.~~

(b) Wastewater discharge permit may be transferred to a new owner or operator only if the permittee provides advance written notice to the Director and the Director approves the transfer of a wastewater discharge permit.

(1) The notice to the Director must include a certification by the new owner or operator which:

- a. States the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- b. Identifies the specific date on which the transfer is to occur; and
- c. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

(2) Failure to provide advanced notice of a transfer renders the

wastewater discharge permit void as of the date of facility transfer.

(c) Upon an approved transfer, the existing owner or operator shall provide a copy of the wastewater discharge permit to the new owner or operator. The new owner or operator shall submit a wastewater discharge permit application and appropriate permit application fee within thirty (30) days of the date of the approved transfer.

(d) Nothing in this Section shall be construed to prevent the application of terms and conditions of this Chapter, including enforcement penalties, from applying to a succeeding owner or operator, successor in interest, or other assigns of an existing contract or permit holder.”

SECTION 21: Section 13.10.500 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.500 Permit conditions.

(a) Discharge permits shall be expressly subject to all provisions of this chapter and all other regulations, user charges, discharge limitations, and fees established by the City and all applicable local, State, and Federal law and regulations.

(b) The permit may include such terms and conditions as the Director may deem necessary to implement this chapter, or any other applicable local, State, or Federal law and regulations, including, but not limited to:

(1) Limits on the average and maximum wastewater volume,

constituents and characteristics;

(2) Requirements for installation and maintenance of flow monitoring, inspection, and sampling facilities;

(3) Specifications and pretreatment requirements for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests, and reporting schedule;

(4) Compliance schedules;

(5) Requirements for submission of technical reports or discharge reports;

(6) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the City and affording the City access thereto;

(7) Requirements for notification to the City of any new introduction of wastewater constituents or any significant change in the volume or character of the wastewater constituents being introduced into the wastewater stream;

(8) Requirements and plans for protection against accidental discharges, including, but not limited to, berming of chemicals and waste materials. The review and approval of such plans and operating procedures shall not relieve the user of the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Code or other State or Federal regulations;

(9) Requirements for notification of accidental discharges;

(10) Requirements for submission of a slug control plan or specific elements thereof. (c) No person shall fail to comply with the terms and conditions of a discharge permit, or fail to comply with any other mandatory provision of this chapter, or other regulations, or discharge limitations established by the city, or local, state and federal laws and regulations. Each violation of the permit condition or other rule, regulation, or law, shall be a separate violation under this code.”

SECTION 22: That a new Section 13.10.525 is added to Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California to read as follows:

“13.10.525 Best management practices.

(a) The Director may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement local limits, federal regulations, and the requirements under this Chapter.

(b) All industrial users shall follow BMPs established by ordinance, individual wastewater discharge permit, or implement BMPs in their operations to minimize the discharge of pollutants to the sanitary sewer system and ensure appropriate monitoring, treatment, and other measures are being taken to prevent violations.

(c) When an industrial user develops BMPs in response to an enforcement action, the user shall continue to implement those BMPs and any associated record

keeping unless approved to discontinue.

(d) Industrial users subject to BMPs as a means of complying with the standards of this Title shall maintain documentation to demonstrate compliance with the applicable BMP standards.

(e) Periodic reports on continued compliance for BMP regulated dischargers shall require the discharger to certify that the BMPs have been implemented during the reporting period.”

SECTION 23: Section 13.10.570 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.570 Power to inspect.

(a) The Director and other duly authorized employees and agents of the City bearing credentials and identification shall have the right to access upon all properties for the purpose of investigating compliance, with all the requirements of this Code, state, federal regulations, and any permit, and for inspecting any sewer or storm drain connection, including, but not limited to, all discharge connections of roof and surface drains and plumbing fixtures; inspecting, observing, measuring, photographing, sampling, and testing the quality, consistency, and characteristics of sewage and industrial wastewaters being discharged into any public sewer or natural outlet; and inspecting and copying any records relating to quantity and quality of wastewater discharges, including,

but not limited to, water usage and effluent discharge, chemical usage, and hazardous waste records.

(b) It shall be unlawful to unreasonably obstruct, delay, or interfere with the City access to the owner's and/or operator's premises.

(c) The Director may terminate service or revoke the permit of any person who has unreasonably refused or delayed access to the City".

SECTION 24: Section 13.10.580 of Chapter 13.10 (entitled "Sewers") of Title 13 (entitled "Public Services") of the Code of the City of Santa Clara, California is amended to read as follows:

"13.10.580 Discharge reports.

(a) Dischargers are subject to the reporting requirements as contained in Title 40 CFR. The Director may require that any person connected to or discharging wastewater into the sanitary sewer system file additional periodic discharge reports or a zero discharge report, including, but not limited to, the requirements contained in 40 CFR 403.12, or other applicable federal regulation.

(b) The periodic discharge report may be required to include, but need not be limited to, nature of process, volume, rates of flow, mass emission rate, hours of operation, number of employees, hauling record, potential slug discharge, or other information which relates to the generation of waste, including wastewater constituents and characteristics in the wastewater discharge and the ability of the discharger to meet applicable discharge

limits.

(c) The zero discharge report shall certify that the zero discharger user does not discharge any process water to sanitary sewer system, or for a zero discharge categorical user, discharge any categorical process water or ancillary process water to the designated zero discharge categorical sample point or into the sanitary sewer system. This report may be required to include, but need not be limited to, the nature of the process, hours of operation, number of employees, hauling records, or other information that relates to the generation of wastes.

(d) The Director may also require such periodic discharge reports and zero discharge reports to include information concerning the chemical constituents and quantity of chemicals stored on site, including waste hauling records or other information, which relates to the generation of wastes even though they may not normally be discharged.

(e) In addition to discharge reports, the Director may require dischargers to submit such additional reports as may be necessary to allow the City to evaluate the discharger's ability to comply with this chapter, including but not limited to best management practice or self-monitoring reports.

(f) It shall be unlawful for any person who has discharged wastewater to the sanitary sewer system to refuse to file any report requested by the Director, to file an incomplete or inaccurate report, or to file any report after the application due date specified by the Director.

(g) Sampling and analysis shall be performed in accordance with federal regulations including 40 CFR 403.12 and amendments thereto. Where federal regulations do not contain sampling or analytical methods for the pollutant in question, or where the Director determines that federal regulations are inappropriate for the pollutant in question, sampling and analysis shall be performed by using analytical methods validated by the Director.”**SECTION 25:** Section 13.10.590 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.590 Termination of service.

(a) The Director may revoke any wastewater discharge permit, and/or terminate, or cause to be terminated, wastewater service to any premises:

(1) If a discharge of wastewater from the premises causes or threatens to cause a violation of any provision of this chapter or applicable local, State, or Federal regulations; or

(2) If a discharge of wastewater from the premises causes or threatens to cause a condition of contamination, pollution, or nuisance.

(3) If a permittee violates any provision of this chapter or applicable local, state or federal regulations or permit condition.

(b) This provision is in addition to other statutes, rules or regulations authorizing termination of service for delinquency in payment.”

SECTION 26: Section 13.10.600 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled

“Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.600 Permit revocation.

Wastewater discharge permits may be revoked if a permittee violates any provision of this chapter or applicable local, state, federal regulations or permit condition or for one or more material violations of this chapter, including but not limited to:

(a) Failure to notify the City of changes to the user’s operations or systems as described in the wastewater discharge permit application;

(b) Misrepresentation of or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(c) Falsifying self-monitoring reports;

(d) Tampering with monitoring facilities or equipment;

(e) Refusing to allow the City timely access to the facility premises and records;

(f) Failure to meet the prohibitions on discharge according to applicable State, Federal and local law;

(g) Failure to meet compliance time schedules or any wastewater discharge permit conditions or requirements;

(h) Failure to pay fines and/or penalties;

(i) Failure to pay sewer charges;

(j) Failure to complete a wastewater discharge permit application or submit a

discharge report;

- (k) Violation of any pretreatment standard or requirement.”

SECTION 27: Section 13.10.640 of Chapter 13.10 (entitled “Sewers”) of Title 13 (entitled “Public Services”) of the Code of the City of Santa Clara, California is amended to read as follows:

“13.10.640 Violations and Penalties.

(a) No person shall discharge in violation of, or fail to comply with the requirements of a discharge permit, or any other provision of this chapter, or other regulations, or discharge limitations established by the city, or local, state and federal laws and regulations. Each violation of a permit condition or other rule, regulation, or law, shall be a separate violation under this code.

(b) Pursuant to Chapters 1.05 and 1.10 SCCC, the City, in its prosecutorial discretion, may enforce violations of the provisions of this chapter as a criminal, civil, and/or administrative action. All penalties and citations pursuant to applicable law, including but not limited to Government Code Section 54740.5 and Chapters 1.05 and 1.10 SCCC, shall apply to violations of this chapter.

(c) In addition to the provisions of Chapters 1.05 and 1.10 SCCC, and due to the significant potential harm caused to the environment by violation of provisions of this chapter, any person who intentionally, accidentally, or negligently violates any provisions of this chapter or any provision of any permit issued pursuant to this chapter, or who

intentionally, accidentally, or negligently discharges waste or wastewater that causes pollution or violates any effluent limitation, standard of performance, or pretreatment or toxicity standard shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000.00) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000.00) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000.00) for each additional day. The City may petition a court of appropriate jurisdiction to impose, assess, and recover such sums. Funds collected pursuant to this section shall be paid to City's environmental compliance fee account.

(d) Any assessed penalty shall be paid within ten days from the date of notice of such penalty. Interest shall accrue at the rate of the United States government T-Bills sold at the latest sale prior to the date of the delinquency plus three percent prorated per month or fraction thereof on the amount of penalty from the date of delinquency.

(e) The amount of any penalties imposed under this chapter which have remained delinquent for a period of sixty (60) days shall constitute a lien against the real property of the discharger from which the violation occurred resulting in imposition of the penalty. The Director shall cause the amount of uncollected penalty to be recorded with the County Recorder, in accordance with Government Code Section 54740.5.

(f) The City may take enforcement action into immediate effect for any violation of this Code, including through escalation as set forth in the Enforcement Response Plan.

Nothing in this Code or the Enforcement Response Plan requires escalation of enforcement

and, instead, the City may take any action it deems necessary under the circumstances.

(g) Any and all remedies for violations of this chapter are cumulative and not exclusive and shall be in addition to all other remedies available to the City under State and Federal law and local ordinances. Funds collected pursuant to this section shall be paid to City's environmental compliance fee account."

SECTION 28: Section 13.10.670 of Chapter 13.10 (entitled "Sewers") of Title 13 (entitled "Public Services") of the Code of the City of Santa Clara, California is repealed.



Agenda Report

21-1459

Agenda Date: 12/14/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Stadium Authority Bills and Claims for the Month of August 2021

BOARD PILLARS

Enhance Community Engagement and Transparency
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION

On April 30, 2019 the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

At the March 23, 2021 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

Significant expenses in August 2021 include:

- Payment totaling \$149,563.18 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: Executive Director's Office (City Manager's Office), Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- Payment totaling \$663,321.43 to Forty Niners Stadium Management Co, LLC for the following:
 - \$115,000.00 for September 2021 Stadium Manager Expenses - Insurance
 - \$180,000.00 for September 2021 Stadium Manager Expenses - SBL Sales & Services
 - \$8,300.00 for September 2021 Stadium Manager Expenses - Compensation for

Grounds

- \$21,455.00 for September 2021 Stadium Manager Expenses - Compensation for Guest Services
- \$33,495.00 for September 2021 Stadium Manager Expenses - Compensation for Security
- \$136,515.00 for September 2021 Stadium Manager Expenses - Compensation for Engineering
- \$167,880.00 for September 2021 Stadium Manager Expenses - Compensation for Stadium Ops
- \$676.43 for September 2021 Stadium Manager Expenses - StadCo Tenant Improvements
- Payment totaling \$60,900.00 to Armanino LLP for CapEx Project - FMS Project
- Payment totaling \$7,840.00 to Wilson Ihrig for the following:
 - \$3,920.00 for May 2021 Noise Monitoring Services
 - \$3,920.00 for June 2021 Noise Monitoring Services
- Payments totaling \$178,275.15 for Legal Services
 - \$88,310.63 for June 2021 Legal Services
 - \$89,964.52 for July 2021 Legal Services

Certain information such as names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority have been redacted from the public report to maintain confidentiality of billing records for legal services.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

There is a \$1,061,272.88 fiscal impact to the Stadium Authority.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for August 2021.

Reviewed by: Kenn Lee, Treasurer
Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. August 2021 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of August 2021

Payment Date	Vendor	Invoice No.	Description	Fund	Amount	
8/16/2021	Bank of America	N/A	July 2021 bank fees acct 0444	Operating	1,168.09	
8/16/2021	Bank of America	N/A	July 2021 bank fees acct 0425	Operating	178.26	
8/16/2021	Bank of America	N/A	July 2021 bank fees acct 6280	Operating	26.77	
			Bank of America Subtotal			1,373.12
8/17/2021	City of Santa Clara	N/A	B2113 SCSA Admin Payroll Costs	Operating	51,066.45	
8/25/2021	City of Santa Clara	N/A	B2114 SCSA Admin Payroll Costs	Operating	48,267.60	
8/26/2021	City of Santa Clara	N/A	B2115 SCSA Admin Payroll Costs	Operating	50,229.13	
			City of Santa Clara Subtotal			149,563.18
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - Insurance	Operating	115,000.00	
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - SBL Sales & Svcs	Operating	180,000.00	
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - Compensation for Grounds	Operating	8,300.00	
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - Compensation for Guest Svcs	Operating	21,455.00	
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - Compensation for Security	Operating	33,495.00	
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - Compensation for Engineering	Operating	136,515.00	
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - Compensation for Stad Ops	Operating	167,880.00	
8/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23203	September 2021 Std Mgr - StadCo Tenant Improvements	Operating	676.43	
			Forty Niners Stadium Management Co, LLC Subtotal			663,321.43
8/30/2021	Armanino LLP	746248	CapEx Project - FMS Project	CapEx		60,900.00
8/30/2021	Wilson Ihrig	16125N36	May 2021 Noise Monitoring	Operating	3,920.00	
8/30/2021	Wilson Ihrig	16125N37	June 2021 Noise Monitoring	Operating	3,920.00	
						7,840.00
8/27/2021		1295844	June 2021 Legal Services	Legal	750.60	
8/27/2021		1295848	June 2021 Legal Services	Legal	6,773.40	
8/27/2021		1295847	June 2021 Legal Services	Legal	15,301.25	
8/27/2021		1295846	June 2021 Legal Services	Legal	65,190.38	
8/30/2021		1298160	July 2021 Legal Services	Legal	326.25	
8/30/2021		1298158	July 2021 Legal Services	Legal	10,836.80	
8/30/2021		1298156	July 2021 Legal Services	Legal	12,316.50	
8/30/2021		1298159	July 2021 Legal Services	Legal	66,484.97	
						177,980.15
8/11/2021		1823710	June 2021 Legal Services	Legal		295.00
			August 2021 Total			<u>\$ 1,061,272.88</u>



Agenda Report

21-1596

Agenda Date: 12/14/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Stadium Authority Bills and Claims for the Month of September 2021

BOARD PILLARS

Enhance Community Engagement and Transparency
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION

On April 30, 2019 the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

At the March 23, 2021 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

Significant expenses in September 2021 include:

- Payment totaling \$62,873.55 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: Executive Director's Office (City Manager's Office), Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- Payment totaling \$679,321.43 to Forty Niners Stadium Management Co, LLC for the following:
 - \$110,000.00 for October 2021 Stadium Manager Expenses - Insurance
 - \$180,000.00 for October 2021 Stadium Manager Expenses - SBL Sales & Services
 - \$8,300.00 for October 2021 Stadium Manager Expenses - Compensation for Grounds

- \$21,455.00 for October 2021 Stadium Manager Expenses - Compensation for Guest Services
- \$33,495.00 for October 2021 Stadium Manager Expenses - Compensation for Security
- \$136,515.00 for October 2021 Stadium Manager Expenses - Compensation for Engineering
- \$136,978.00 for October 2021 Stadium Manager Expenses - Compensation for Stadium Ops
- \$51,902.00 for October 2021 Stadium Manager Expenses - Compensation for Procurement
- \$676.43 for October 2021 Stadium Manager Expenses - StadCo Tenant Improvements
- Payment totaling \$158,418.42 to Forty Niners SC Stadium Co, LLC for CFD Advance Payment - Interest
- Payment totaling \$308.44 to Armanino LLP for CapEx Project - FMS Project
- Payment totaling \$5,085.98 to Wiedmann Bros Distributing Co for CapEx Project - Vehicle Upfits
- Payment totaling \$116,752.82 for the following:
 - \$707.50 for July 2021 Legal Services
 - \$86,045.32 for August 2021 Legal Services
 - \$30,000.00 for September 2021 Legal Services

Certain information such as names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority have been redacted from the public report to maintain confidentiality of billing records for legal services.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

There is a \$1,024,161.41 fiscal impact to the Stadium Authority.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for September 2021.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. September 2021 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of September 2021

Payment Date	Vendor	Invoice No.	Description	Fund	Amount
9/15/2021	Bank of America	N/A	August 2021 bank fees acct 0444	Operating	1,175.61
9/15/2021	Bank of America	N/A	August 2021 bank fees acct 0425	Operating	178.26
9/15/2021	Bank of America	N/A	August 2021 bank fees acct 6280	Operating	46.90
			Bank of America Subtotal		1,400.77
9/7/2021	City of Santa Clara	N/A	B2117 SCSA Admin Payroll Costs	Operating	62,873.55
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - Insurance	Operating	110,000.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - SBL Sales & Svcs	Operating	180,000.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - Compensation for Grounds	Operating	8,300.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - Compensation for Guest Svcs	Operating	21,455.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - Compensation for Security	Operating	33,495.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - Compensation for Engineering	Operating	136,515.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - Compensation for Stad Ops	Operating	136,978.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - Compensation for Procurement	Operating	51,902.00
9/28/2021	Forty Niners Stadium Management Co, LLC	SLS-23218	October 2021 Std Mgr - StadCo Tenant Improvements	Operating	676.43
			Forty Niners Stadium Management Co, LLC Subtotal		679,321.43
9/30/2021	Forty Niners SC Stadium Co, LLC	N/A	CFD Advance Payment - Interest	Debt Service	158,418.42
9/1/2021	Armanino LLP	748079	CapEx Project - FMS Project	CapEx	308.44
9/20/2021	Wiedmann Bros Distributing Co	W47311	CapEx Project - Vehicle Upfits	CapEx	5,085.98
9/21/2021			July 2021 Legal Services	Operating	707.50
9/24/2021			August 2021 Legal Services	Operating	86,045.32
9/24/2021			September 2021 Legal Services	Operating	30,000.00
					116,752.82
			September 2021 Total		<u>\$ 1,024,161.41</u>



Agenda Report

21-930

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on FY 2020/21 Budget Year-End Report and Approve the Related Budget Amendments

COUNCIL PILLAR

Enhance Community Engagement and Transparency

EXECUTIVE SUMMARY

To close out each fiscal year, a Budget Year-End Report is prepared that reconciles funds based on actual year-end performance and brings forward associated budget adjustments. This report includes changes to fund balances assumed in the development of the FY 2021/22 budget, other adjustments to account for needed changes resulting from actual year-end performance, and recommendations to allocate any additional fund balance above the amounts assumed in the budget or balancing actions if those fund balances drop below the levels assumed in the budget.

This report provides the year-end financial condition of the City of Santa Clara on a budgetary basis for the fiscal year ended June 30, 2021 and a summary of year-end performance for the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, and Capital Funds. The report includes the recommended approval of a limited number of FY 2020/21 budget amendments to address expenditure overages at year-end and FY 2021/22 budget amendments necessary based on the final FY 2020/21 results and to allocate the modest General Fund fund balance of \$3.3 million. Budget actions in the new American Rescue Plan Act Fund are also included to account for the federal stimulus funds that were budgeted in the General Fund in FY 2021/22.

In FY 2020/21, the City's revenue collections continued to be impacted by COVID-19, with the largest impact to the Transient Occupancy Tax (TOT) revenue category. The City's operations were also significantly impacted as various front-line services, such as library hours and recreation activities and events, were limited due to COVID-19 related restrictions, resulting in lower expenditures. Given these impacts, necessary budget rebalancing actions were approved by the City Council in March 2021. Expenditure reductions as well as COVID-19 related expenditure savings were used to offset the lower revenue collections as well as begin addressing the ongoing General Fund budget shortfall.

BACKGROUND

The budgetary year-end close process accounts for the year-end revenues and expenditures as well as the resulting ending reserves and fund balances for each budgeted fund. The funds are reconciled to the budgetary fund balances in the Annual Comprehensive Financial Report (ACFR).

This report includes the following recommended budget adjustments:

- 1) required budget ratifications due to over-expended appropriations in FY 2020/21 (Attachment 1); and

- 2) FY 2021/22 budget actions, including reconciliations of carryover capital projects, grants, special revenue funds, and donation funds; revisions to the starting FY 2021/22 fund balances and reserves based on the actual FY 2020/21 year-end performance; and any other necessary adjustments (Attachment 2).

In addition to the budget actions, this report includes tables that summarize the performance of other funds (Attachment 3) and a summary of the fund balance adjustments in each fund (Attachment 4).

Section 1305 of the Charter of the City of Santa Clara, entitled 'Budget - Appropriations,' states that: ...from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments, offices and agencies for the respective objects and purposes therein named; all appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered; and at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget.

Because appropriations lapse at the end of each fiscal year, it is necessary to carryover funds to complete capital projects and other projects and to account for grants and donations. Adjustments to the fund balance amounts assumed in the adopted budget are also necessary based on the actual prior year-end results. This includes the allocation of any additional fund balance above the amounts assumed in the budget or balancing actions if those fund balances drop below the levels assumed in the budget.

Each year as part of budget development and budget close-out, staff also reviews the reserve balances, including the General Fund Budget Stabilization Reserve and the Capital Projects Reserve as well as reserve levels in other funds. Per Council Policy, the Budget Stabilization Reserve target is set to cover operations for three months (25% of General Fund expenses) and the Capital Projects Reserve target is set at a minimum fund balance of \$5.0 million in the long term. For the FY 2021/22 and FY 2022/23 budget, the City Council approved a Budget Stabilization Reserve level of approximately 19% in FY 2021/22 and 13% in FY 2022/23 due to impacts from COVID-19.

DISCUSSION

This report includes a brief summary of budget to actual revenue and expenditure/ expense performance for the General Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds.

Information is also included regarding the recommended budget amendments, the impact of FY 2020/21 performance on the General Fund Budget Stabilization Reserve, necessary ratifications to address 2020/21 expenditure overages, the recommended establishment of the new American Rescue Plan Act Fund, a summary of the unfunded retirement liability and Pension Stabilization Reserve, and the status of General Fund and other reserves.

General Fund

Overall, General Fund revenues ended the year at budget while expenditures ended the year below budget. After the required adjustments to close out FY 2020/21, the General Fund ended the year

with a surplus of \$3.3 million.

General Fund Revenues

In FY 2020/21, actual revenues of \$240.7 million were approximately \$0.4 million (0.2%) above the budgeted estimate of \$240.3 million as shown in Table 1 below. Revenue came in lower primarily in the Transient Occupancy Taxes (TOT), Other Fees for Services, and Rent categories, with the largest impacts associated with COVID-19. These lower collections were offset by higher than estimated revenues in the Property Tax, Sales Tax, Licenses and Permits, Interest Earnings and Contribution in Lieu categories. It is important to note, however, that the higher development-related revenues will be allocated to the new Building Development Services Fund, the Advanced Planning Fee Reserve, and the Technology Fee Reserve. In addition, the additional interest earnings associated with the Pension Trust Fund will be allocated to the Pension Stabilization Reserve. Excluding those items, revenues ended the year \$5.6 million below the budgeted estimate.

Table 1 - FY 2020/21 General Fund Revenues and Transfers In
Final Budget vs. Actual

Description	FISCAL YEAR 2020/21				
	Adopted Budget	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Property Tax	66,982,000	66,982,000	68,772,921	1,790,921	2.67%
Sales Tax	55,600,000	55,600,000	56,178,097	578,097	1.04%
Taxes - Other	23,563,000	9,563,000	8,773,044	(789,956)	(8.26%)
Licenses and Permits	10,939,300	10,939,300	12,137,804	1,198,504	10.96%
Fines and Penalties	1,570,000	570,000	421,088	(148,912)	(26.12%)
Revenue from Other Agencies	-	2,498,317	2,464,043	(34,274)	(1.37%)
Revenue from State	226,000	226,000	258,376	32,376	14.33%
Other Fees for Services	45,721,818	39,545,818	35,239,038	(4,306,780)	(10.89%)
Interest	5,246,000	3,634,172	5,616,800	1,982,628	54.56%
Rent	10,055,409	10,055,409	9,154,034	(901,375)	(8.96%)
Other Revenue	350,000	6,749,908	6,732,356	(17,552)	(0.26%)
Contributions In Lieu	23,699,830	23,699,830	24,548,225	848,395	3.58%
Subtotal Revenue	243,953,357	230,063,754	230,295,826	232,072	0.10%
Transfers In	3,987,419	10,226,024	10,399,855	173,831	1.70%
Total Revenue	\$ 247,940,776	\$ 240,289,778	\$ 240,695,681	\$ 405,903	0.17%

- Property Tax - the property tax category includes both secured and unsecured taxes. Proceeds from property taxes of \$68.8 million were \$1.8 million (2.7%) above the budgeted estimate of \$67.0 million. This collection level was 5.0% above the FY 2019/20 level of \$65.5 million.
- Sales Tax - The sales tax category, which includes general sales tax and public safety sales tax proceeds, totaled \$56.2 million. This collection level was \$0.6 million (1.0%) above the budgeted estimate of \$55.6 million and 1.6% above the FY 2019/20 level of \$55.3 million.
- The Other Taxes category includes TOT, franchise tax, and documentary transfer tax. This revenue category ended the fiscal year at \$8.8 million, which is \$0.8 million (8.3%) below the revised budgeted estimate of \$9.6 million primarily due to lower TOT and franchise tax collections. The TOT receipts totaled \$2.9 million, which was below the revised estimate of \$3.6 million. This

category experienced the most immediate and largest drop from COVID-19, with a precipitous drop in both occupancy rates and room rates, with some hotels closing for months. This collection level was down 87% from the pre-COVID level of \$22.5 million in FY 2018/19. Franchise Tax receipts of \$4.3 million also ended the year below the budgeted estimate of \$4.7 million. These lower collections were partially offset by higher documentary transfer tax receipts of \$1.5 million that were \$0.3 million above the budgeted estimate of \$1.2 million, reflecting the strong real estate market in FY 2020/21.

- Licenses and Permits receipts totaled \$12.1 million, which was \$1.2 million above budgeted estimates due to higher building, electric, plumbing, and mechanical permit revenues. These building-related development revenues ended the year \$2.5 million above the budgeted estimate, while other revenues (Fire Permits and Business Licenses) tracked below budget. The additional building-related development revenues, along with building development staff expenditure savings, must be used to support development activity and are recommended to be transferred to the new Building Development Services Fund as part of this document.
- Revenue from Other Agencies totaled \$2.47 million, which was \$0.03 million (1.4%) below the budgeted estimate of \$2.50 million. The majority of this revenue was generated from mutual aid reimbursements for services provided by the Fire Department and the City's portion of Successor Agency lease revenues, collected on behalf of the County of Santa Clara and distributed to the various taxing entities.
- The Other Fees for Services category encompasses various fees collected for plan check and zoning, engineering, fire prevention, as well as recreational activities. In FY 2020/21, revenue in this category totaled \$35.2 million, or \$4.3 million below the final budget of \$39.5 million. This lower collection level can primarily be attributed to lower planning and zoning fees, fire construction permits, and Stadium-related reimbursements. The lower Stadium-related reimbursements of \$2.0 million were offset by expenditure savings.
- Interest earnings ended the year \$2.0 million higher than budget due to higher investment earnings accumulated through the Pension Trust Fund of \$2.4 million. These earnings are required to be added to the Pension Stabilization Reserve.
- Rent collections of \$9.2 million came in below the budgeted estimate of \$10.1 million. The budget in this category included estimated revenue of \$750,000 from the Related project, which was not received due to the timing of this project.
- Contribution In-Lieu revenues are directly related to the revenues collected by the City's Electric Utility Department, Silicon Valley Power (SVP). Per the City's charter, SVP pays 5% of their gross cash revenues for services rendered. Based on SVP's actual cash revenue collections through June 30, 2021, the City's General Fund received \$24.5 million, which was \$0.8 million above the budgeted estimate of \$23.7 million and \$1.8 million (8.1%) above the FY 2019/20 receipts of \$22.7 million.
- Transfers of \$10.4 million came in above the budgeted estimate of \$10.2 million due to the return of project savings, totaling \$0.2 million, from the Parks and Recreation Capital Fund that was allocated to the Capital Projects Reserve.

General Fund Expenditures

In FY 2020/21, actual expenditures of \$271.0 million were \$11.3 million (4.0%) below the budget of \$282.3 million as shown in Tables 2 and 3 below. Overall, departments ended the fiscal year within their final budget, reflecting the expenditure controls implemented due to COVID-19. For example, in response to the economic environment stemming from impacts of the COVID-19 pandemic, the City implemented various cost savings strategies at the end of March 2020 that continued in FY 2020/21. These actions included a hiring freeze in addition to more controls across overtime, as-needed staffing, marketing, travel, and technology and vehicle purchases. Budget rebalancing actions were also approved in March 2021 and are factored into the final budget figures presented in this report.

The detailed comparison of budget to actual expenditures are shown in Tables 2 and 3, with Table 2 showing the expenditures by department and Table 3 showing expenditures by category (e.g., salaries; materials, services and supplies; and transfers).

In evaluating the expenditures by department (Table 2), all departments remained within their General Fund budgets with the largest savings in the Non-Departmental (primarily managed by the City Manager’s Office), Community Development, Library, and Fire Departments. Non-Departmental savings include lower Stadium-related costs of \$1.9 million due to COVID-19 impacts on events, offset by lower reimbursement revenue. Building-related savings of \$1.4 million in the Community Development Department are recommended to be carried over to FY 2021/22 to fund consultant services to meet the high demand for development services. These funds, however, will now be reflected in the Building Development Services Fund. A portion of the Fire Department savings (\$0.3 million) was carried over to FY 2021/22 to complete purchases for various supplies and equipment. The Fire Department also had expenditures of \$0.9 million in the Other City Departments Operating Grant Trust Fund for COVID-19 related costs.

Table 2 - FY 2020/21 General Fund Expenditures and Transfers Out
Final Budget vs. Actual by Department

Function	FISCAL YEAR 2020/21				
	Adopted Budget	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
General Government					
Mayor and City Council Offices	\$ 834,241	\$ 842,476	\$ 732,882	\$ 109,594	13.01%
City Attorney's Office	2,716,125	2,557,066	2,314,512	242,554	9.49%
City Clerk's Office	2,070,555	1,887,004	1,810,426	76,578	4.06%
City Manager's Office	6,125,034	5,271,841	5,229,175	42,666	0.81%
Finance	17,456,420	16,817,854	16,159,346	658,508	3.92%
Human Resources	4,477,933	3,950,492	3,281,059	669,433	16.95%
Total General Government	33,680,308	31,326,733	29,527,400	1,799,333	5.74%
Public Works	24,287,567	24,097,107	23,727,847	369,260	1.53%
Community Development	17,233,763	17,805,588	15,272,818	2,532,770	14.22%
Parks and Recreation	22,987,124	17,838,524	17,665,883	172,641	0.97%
Public Safety					
Fire	58,731,539	60,285,351	58,988,516	1,296,835	2.15%
Police	78,033,072	74,498,979	74,211,981	286,998	0.39%
Total Public Safety	136,764,611	134,784,330	133,200,497	1,583,833	1.18%
Library	11,905,848	10,318,412	8,864,472	1,453,940	14.09%
Non-Departmental	15,156,825	12,396,408	8,970,339	3,426,069	27.64%
Subtotal Expenditures	262,016,046	248,567,102	237,229,256	11,337,846	4.56%
Transfers Out	23,952,159	33,788,132	33,788,132	-	0.00%
Total Uses of Funds	\$ 285,968,205	\$ 282,355,234	\$ 271,017,388	\$ 11,337,846	4.02%

Note: Non-Departmental staff and initiatives are primarily managed by the City Manager's Office.

When evaluating the expenditures by category as shown in Table 3, the personnel-related expenditures were \$4.4 million below budget while the non-personnel expenditures were \$6.9 million below budget.

Personnel expenditures totaled \$184.1 million and ended the year \$4.4 million, or 2.3%, below the budget of \$188.5 million. This reflected benefits savings of \$4.8 million that were partially offset by a salaries overage of \$0.4 million. The salaries overage was due to higher other salary expenses (holiday pay, board member stipends, and separation payouts) of \$2.2 million that were partially offset by savings in wages (full-time and as-needed) of \$1.0 million and overtime of \$0.8 million. The other salary expenses overage was due to separation payouts of \$2.2 million. The budget for separation payouts of \$1.8 million was reallocated to the Other City Departments Operating Grant Trust Fund to cover COVID-19 related costs as part of the April 2021 Monthly Financial Report. Based on projections, these costs were to be absorbed within the various departments. Non-Personnel expenditures totaled \$86.9 million and ended the year \$6.9 million, or 7.4%, below the budget of \$93.9 million. Almost all of the savings were generated in the Materials, Services and Supplies (\$6.8 million) category. This includes Stadium-related savings of \$1.9 million and savings of \$1.4 million in the Building Division that are recommended to be carried over to FY 2021/22 for consultant services (to be reflected in the Building Development Services Fund). The FY 2021/22 and FY 2022/23 Adopted Operating Budget also included the carryover of \$0.3 million in Fire Department

non-personnel funding for various supplies and equipment (e.g., mattresses, iPad replacements, portable monitors, and the capital outlay for a future fire engine replacement) that were not purchased by the end of FY 2020/21. A carryover of \$0.1 million is also recommended in this report for organizational analysis of Information Technology services.

Table 3 - FY 2020/21 General Fund Expenditures and Transfers Out
Final Budget vs. Actual by Category

Category	Adopted Budget	Final Budget	FISCAL YEAR 2020/21		
			Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Salaries					
Salary and Wages - Regular	\$ 114,056,897	\$ 102,770,303	\$ 102,738,119	\$ 32,184	0.03%
Salary and Wages - As Needed	6,852,484	4,078,985	3,146,245	932,740	22.87%
Overtime	8,270,825	10,373,901	9,528,517	845,384	8.15%
Other	4,375,326	2,443,753	4,647,494	(2,203,741)	(90.18%)
Subtotal Salaries	133,555,532	119,666,942	120,060,375	(393,433)	(0.33%)
Benefits					
Retirement - Safety	30,255,305	29,421,949	29,295,456	126,493	0.43%
Retirement - Miscellaneous	19,221,278	18,963,297	17,242,223	1,721,074	9.08%
Health	9,517,954	9,027,348	7,879,682	1,147,666	12.71%
Social Security	3,597,548	3,443,211	2,933,249	509,962	14.81%
Retiree Healthcare	2,525,454	2,395,428	2,395,428	-	0.00%
Other Benefits	5,903,527	5,551,718	4,271,514	1,280,204	23.08%
Subtotal Benefits	71,021,066	68,802,951	64,017,552	4,785,399	6.96%
Materials, Services and Supplies	32,957,498	33,104,243	26,284,393	6,819,850	20.60%
Interfund Services	24,107,627	22,208,095	22,259,696	(51,601)	(0.23%)
Capital Outlay	374,323	4,784,871	4,607,240	177,631	3.71%
Transfers Out	23,952,159	33,788,132	33,788,132	-	0.00%
Total Uses of Funds	\$ 285,968,205	\$ 282,355,234	\$ 271,017,388	\$ 11,337,846	4.02%

General Fund Budget Adjustments

As detailed in Attachment 2, a series of General Fund budget adjustments are recommended to:

- reconcile the fund balance and reserves to the FY 2020/21 ending fund balances;
- reconcile the development fee programs to allocate excess revenues and expenditure savings to the new Building Development Services Fund (\$4.3 million) and reconcile the Advanced Planning Fee Reserve to allocate the additional revenue to the reserve (\$0.7 million);
- adjust the Capital Projects Reserve to account for the return of FY 2020/21 savings from capital funds for projects initially funded by the General Fund;
- actions necessary to close out FY 2020/21;
- shift the American Rescue Plan Act (ARPA) funding of \$25.9 million from the General Fund to a new American Rescue Plan Act Fund to account for the federal stimulus funds; and
- recommended use of \$3.3 million in available fund balance from FY 2020/21 to address higher project and program costs in FY 2021/22, to bring the Capital Projects Reserve to budget policy level of \$5.0 million, and to fund Council-directed items (e.g., Vision Zero Plan and Homelessness Task Force).

These recommended budget adjustments will allocate the \$8.8 million in additional General Fund fund balance at the end of FY 2020/21. These actions include required adjustments of \$5.5 million to close out FY 2020/21 as well as additional recommended adjustments of \$3.3 million.

Table 4 - Impact of FY 2020/21 General Fund Year-End Performance on the Ending Fund Balance/Budget Stabilization Reserve (BSR)

Recommended Adjustments	Unrestricted Ending Fund Balance/BSR Impact
Fund Balance Reconciliation (adjusts for FY 2020/21 year-end revenues and expenditures)	\$8.8 M
Required Adjustments	
Building Development Services Reconciliation (allocates excess development revenues and expenditure savings to the new Building Development Services Fund)	\$4.3 M
Advanced Planning Fee Reserve Reconciliation (allocates excess development revenues and expenditure savings to the reserve)	\$0.7 M
BSR Reconciliation to FY 2021/22 beginning estimate/Other (reconciles the BSR to the estimate assumed in the Adopted Budget and other adjustments to close out FY 2020/21, including funding carryover)	\$0.5 M
Total Required Adjustments	\$5.5 M
Available Fund Balance After Required Adjustments	\$3.3 M
Recommended Adjustments	
Public Right-of-Way ADA Improvements - Settlement Agreement (adjusts project budget based on latest engineer's estimate)	\$1.9 M
Capital Projects Reserve (bring Reserve to Council policy level of \$5 million)	\$0.5 M
COVID-19 Workplace Safety and Community Response (Transfer to Other City Departments Operating Grant Trust Fund)	\$0.5 M
Council Directives (sets aside funding to address Council-approved initiatives)	\$0.4 M
Total Recommended Adjustments	\$3.3 M
Available Fund Balance After Recommended Adjustments	\$0.0 M

As shown in the chart above, \$0.4 million is available for Council directives. Generally, these funds would be placed in the Budget Stabilization Reserve and a portion in the Pension Trust. However, the City Council has expressed interest in funding several items that are reflected below, and prior to bringing budget actions, staff would like to bring to the Council's attention that the initiatives far exceed the amount of funds available:

- El Camino Specific Plan land use plan approved by Council, but left unfunded
- Train noise mitigation and consultant resources in support of a Quiet Zone

- Homelessness Task Force and short-term support for homeless services (e.g., trash, hygiene services, etc.)
- Vision Zero Plan and resources for the study
- Transportation Demand Management and dedicated resources to monitor and conduct audits regarding compliance
- Civic Center parking
- Lawn bowl facility

It should be noted at the November 16, 2021 City Council meeting, direction was provided to identify a funding source for the Vision Zero plan at a cost of \$315,000. If the Council were to prioritize this item, funds could be used from the recommended Council Directives allocation; however, that action alone results in spending about 80% of all of the discretionary funds available for the Council to use on its policy priorities. Prior to the Council action on a separate budget amendment for the Vision Zero initiative, staff wanted to bring this fiscal impact to the Council's attention.

Alternatively, the Council could postpone that decision to the Priority Setting Session to evaluate that proposal in the broader context of all priorities, funded and unfunded, as well as the updated Ten-Year General Fund Forecast. Given that the Budget Stabilization Reserve has already been reduced to 13% of the total General Fund by FY 2022/23 and a General Fund shortfall of \$17.6 million is currently projected for FY 2023/24, staff does not recommend drawing down from this Reserve at this time.

The Council can review requests when the full budget is before the Council to deliberate on service priorities. Currently, staff is working on the FY 2022/23 and FY 2023/24 biennial capital budget for Council deliberation in May/June. While the focus of this budget will be on capital projects, there is also an opportunity to amend the FY 2022/23 operating budget. This allows a "big picture" review of all of the funding needs and enables informed prioritization by Council.

Capital Projects, Grants, Donations and Other Carryover Reconciliation

Estimates were used to carryover unspent Capital Improvement Program (CIP) funds from FY 2020/21 to FY 2021/22 during the FY 2021/22 and FY 2022/23 adopted operating budget process. Attachment 2 includes the reconciliation of those project carryover true-up amounts based on actual year-end activity totaling a carryover reduction of \$8.8 million. When combined with the capital project carryovers included in the FY 2021/22 budget adopted in June 2021, the capital project carryovers to FY 2021/22 total \$184.5 million.

In addition to the year-end true-up amounts for capital projects, the appropriation carryover of donations and reimbursements of \$2.1 million, grants of \$1.8 million, and other unspent expenditures that are neither donations nor grants of \$28.1 million are also included in Attachment 2.

Other Funds

Attachment 3 - Summary of Other Funds Performance summarizes budget to actual performance for the City's Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, Other Agency Funds, and Capital Funds. By default, year-end savings in the other funds revert to fund balances or are re-appropriated to the next year's budget through the recommended carryover of expenditures. Any recommended FY 2021/22 budget adjustments are included in Attachment 2 and a summary of the fund balance reconciliations is included in Attachment 4. Following are

highlights of the FY 2020/21 performance of other City funds.

Special Revenue Funds

Special Revenue Funds are established to account for specific revenue sources that are legally restricted or committed to particular purposes. Following is a discussion of select Special Revenue Funds.

City Affordable Housing Fund

This fund promotes and facilitates the construction and retention of affordable housing and accounts for the City's Below-Market Price Purchase (BMP) Program to assist low- and moderate-income families achieve the goal of homeownership. Revenues in this fund are received from developer in-lieu fees, equity share, principal and interest repayments on housing loans, and interest income on pooled investments.

In FY 2020/21, revenues and transfers totaled \$2.7 million, which was \$5.6 million below the budgeted estimate of \$8.3 million. This negative variance primarily reflects \$6.0 million in revenue that was not received from a developer contribution for an affordable housing project that will construct 150 affordable housing units at 2302 Calle Del Mundo. It is anticipated that these funds will be received in FY 2021/22 and it is recommended that the revenue and associated expense be carried over to the current fiscal year. Revenues received from developer in-lieu fees and principal repayments on housing loans were \$0.3 million higher than anticipated, reflecting a slight uptick in development activity as well as loan repayments. The \$1.5 million transfer from the General Fund occurred as budgeted and was from CARES Act funding the City received to mitigate the effects of the COVID-19 pandemic. Those funds support the Emergency Rental Assistance Program (ERAP), which provides lower-income households in arrears on rent to become current on their housing obligations.

FY 2020/21 expenditures and encumbrances of \$2.2 million ended the year below the budget of \$14.3 million by approximately \$12.1 million. Of that unexpended amount, \$6.0 million reflects a developer loan commitment in FY 2021/22 but not disbursed due to the timing of project. Those funds are recommended to be carried over and anticipated to be disbursed in FY 2021/22. In addition, on April 20, 2021, Council approved a budget amendment for \$4.0 million for an affordable housing project located at 3333-3337 Kifer Road which will provide the City an additional 79 units of affordable senior housing. This is also recommended to be carried over to the current fiscal year.

Based on actual FY 2020/21 revenues and expenditures, the ending fund balance ended the year \$2.5 million above the estimate used to develop the FY 2021/22 Adopted Budget. These funds, which are not yet programmed, will be used to fund future affordable housing initiatives. As those opportunities arise during the year, staff will come forward with budget amendments to appropriate those funds.

Housing and Urban Development Fund

This fund accounts for entitlement funding that the City receives annually from the U.S. Department of Housing and Urban Development (HUD) to administer and provide oversight of the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs. In FY 2020/21, revenues of \$3.1 million ended the year \$2.2 million below the budgeted estimate of \$5.3 million due primarily to the timing of expenditures and payments. A revenue carryover of \$3.1 million

is recommended to account for funding committed by HUD, but not yet spent.

Expenditures and encumbrances of \$4.9 million ended the year \$1.1 million below the budget of \$6.0 million. Most of the reduction in expenditures were a result of the Neighborhood Conservation and Improvement Program operating in a limited capacity. The COVID-19 pandemic has restricted staff's ability to conduct outreach due to social distancing protocols and county safety mandates. In addition, supply chain constraints and a shortage of qualified contractors has limited the ability for many housing rehabilitations to take place as scheduled. As these conditions are improving, staff expects FY 2021/22 to be more reflective of an average program year.

The other unspent funds are already committed to various non-profit organizations to conduct activities such as Tenant-Based Rental Assistance and an Emergency Rental Assistance Program. As those non-profits continue to provide financial support to lower-income households, the City will be reimbursing those non-profits organizations and ultimately be reimbursed by HUD for the cost of those services. Any funds not used in FY 2021/22 will be reprogrammed in FY 2022/223 as a part of the Annual Action Plan process.

Housing Successor Agency Fund

This fund was established as Housing Successor to the former Redevelopment Agency (RDA) to retain all housing assets, rights, power, duties, obligations and functions previously performed by the RDA in administering its Low- and Moderate-Income Housing Fund. The primary revenue sources are from principal and interest repayments on housing loans and interest on pooled investments.

Overall revenues of \$13.2 million were \$1.0 million above the budgeted estimate of \$12.2 million due to higher loan repayments. The City received \$11.65 million in a land sale, which the City used to provide financing to the Agrihood project. The project is estimated to add 181 affordable housing units to City. The City also received loan repayments of \$1.3 million, which was approximately \$1.0 million greater than projected in FY 2020/21.

Expenditures and encumbrances of \$12.6 million, fell \$10.2 million below the budget of \$22.8 million, primarily due to two loans to affordable housing developments which were not disbursed in FY 2020/21. Delays in the development of these projects have pushed back the disbursement of City funding. On February 2, 2019, the City Council approved a \$5.0 million loan to the project located at 2904 Corvin Drive which is expected to provide 145 affordable housing units. On January 28, 2020 the City Council approved a \$5.0 million loan to the project located at 2330 Monroe Street, which is expected to add 65 units of affordable housing to the City. The carryover of \$10.0 million for these projects is recommended in this report as both projects are expected to require funding during the current fiscal year.

Other City Departments Operating Grant Trust Fund

This fund accounts for various, citywide donations received by the City. Effective FY 2019/20, all revenue and expenditures related to COVID-19 are charged in this fund. The final budget for revenue totaled \$4.9 million, including a transfer from the General Fund of \$3.3 million and CARES Act funding of \$1.6 million. The revenue came in within the budgeted estimate. The final expenditure budget totaled approximately \$4.6 million, with actual expenditures totaling \$4.5 million, resulting in a carryover of \$0.1 million for COVID-19 related expenditures being recommended in this year-end report. An additional \$0.5 million is recommended to be transferred from the General Fund to address COVID-19 related costs in FY 2021/22.

Internal Service Funds

Internal Service Funds are used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis. Following is a discussion of select Internal Service Funds.

Special Liability Insurance Fund

This fund provides for the payment of insurance premiums on all City-owned property as well as property in the City's care, custody or control, and property the City is contractually obligated to insure. The fund is also used to pay for insurance premiums for other lines of coverage, for litigation expenses, the City's insurance deductible, and settlements or jury verdicts in litigation matters. The primary source of revenue for this fund is fees charged to citywide departments and contributions from City funds. In FY 2020/21, revenues totaled \$7.4 million, which was slightly above the budgeted estimate of \$7.3 million. Expenditures and encumbrances totaled \$12.9 million, which was below the budget of \$14.4 million. A recommended budget adjustment is included to increase the fund balance as a result of expenditure savings from the prior year.

Workers' Compensation Fund

This fund accounts for the costs of premiums, claims administration, and claims expenses related to injuries or illnesses sustained by members of the City's workforce. The source of revenue for this fund is fees charged to departments citywide. In FY 2020/21, revenues totaled \$5.9 million, which was slightly above the budgeted estimate of \$5.6 million due to third party insurance proceeds. Expenditures totaled \$4.0 million, which was below budget by \$1.6 million due to lower than budgeted claims expenditures. As a result of the fund activity, a budget adjustment is included to increase the fund balance to use for future claims.

Unemployment Insurance Fund

This fund accounts for the cost of unemployment insurance claims. Historically, the source of revenue for this fund is fees charged to the departments citywide; however, in FY 2020/21, the use of fund balance was assumed to cover projected costs. With COVID-19 impacts, the actual expenses were significantly higher than anticipated when the budget was developed. To address the higher costs, budget adjustments were brought forward to recognize funding from the State of California as part of COVID-19 relief measures (\$0.4 million) and a transfer from the General Fund (\$0.3 million). Actual expenses totaled \$0.8 million, which was well above the prior year amount of \$91,000 but below the year-end estimate of \$1.0 million. As a result of the fund activity, a budget adjustment is included to increase the fund balance to use for future claims.

Enterprise Funds

Enterprise funds are used to finance and account for operations and activities performed by designated departments in the City or through third-party agreements. The operating revenues and expenses result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. Principal operating revenues of the City's enterprise funds are charges to customers for services. Operating expenses for the City's enterprise funds include the costs of sales and services, administrative expenses and maintenance of capital assets. Following is a discussion of select Enterprise Funds.

Convention Center Enterprise Fund

The Convention Center Enterprise Fund accounts for the operations of the City's Convention Center through third-party agreements. The FY 2020/21 final budget reflects the operating budget of the concessions vendor, the operations management vendor, as well as the City. As of June 30, 2021, revenues of \$0.7 million came in approximately \$21.2 million below the budgeted estimate of \$21.9 million, while expenditures and encumbrances of \$3.6 million ended the year \$17.4 million below the budget of \$21.0 million. The significantly lower performance of both the revenues and expenditures can be attributed to the COVID-19 pandemic, including restrictions on indoor events and mass gatherings. The FY 2020/21 operating surplus was budgeted at \$3.3 million; however, due to the significant decrease in activity, was eliminated during the year. The FY 2020/21 unrestricted ending fund balance remained positive at \$2.0 million but was below the estimated level of \$2.4 million used to develop the FY 2021/22 budget.

Electric Utility Fund

The Electric Utility Fund accounts for the operation of the City's electric utility service. This fund receives majority of its revenues from user service charges collected from residential, business, and industrial customers.

In FY 2020/21, total revenues of \$485.6 million were above the budget of \$480.8 million by \$4.7 million, primarily as a result of higher than estimated Wholesale Revenue. Customer Service Charges totaled \$449.2 million, reflecting an increase of 4.3% from the \$430.7 million received in FY 2019/20; this revenue level was \$2.4 million below the budget of \$451.6 million that would have required year-over-year growth of 4.9%. Wholesale revenues totaled \$19.1 million, which exceeded the budgeted estimate of \$14.4 million and the FY 2019/20 collection level of \$15.3 million. When compared to the prior year, total revenues of \$485.6 million were up \$20.5 million, or 4.4%, from the \$465.1 million received in FY 2019/20.

Expenditures, including encumbrances, and transfers of \$447.2 million were \$34.9 million below the budget of \$482.1 million. The largest expenditure savings were generated in the Resource/Production (\$28.1 million) and Materials/Services/Supplies (\$4.4 million) categories. FY 2020/21 was a drier year than normal which resulted in savings within purchased power agreements, which contain hydroelectric. To supplement this power, there were market purchases made at lower costs to meet the necessary energy demand for the utility customers. Savings in Materials/Services/Supplies were primarily due to contractual services savings.

The total unrestricted fund balance ended the year at \$104.6 million, which was \$36.7 million higher than estimated, resulting from expenditure savings and higher than estimated revenues.

Sewer Utility Fund

The Sewer Utility Fund accounts for the maintenance of the City's sewer lines and related facilities. These services are provided on a user charge basis to residences and businesses, which is the primary source of revenue for this fund. Revenue receipts totaled \$42.0 million, which was \$3.5 million under the revenue estimate of \$45.5 million. Transfers from other funds totaled \$23.0 million as budgeted. Actual expenditures, including encumbrances, and transfers to other funds totaled \$61.2 million, ending the year \$1.6 million below the final budget of \$62.8 million. This is primarily due to vacancy savings and lower expenditures in the resource and production category.

The unrestricted ending fund balance and reserves totaled \$29.5 million, down \$1.9 million from the

budgeted estimate, but \$2.8 million above the estimate used to develop the FY 2021/22 budget.

Solid Waste Fund

The Solid Waste Fund accounts for the operations of the City's solid waste collection and disposal system. This fund receives the majority of its revenues from user service charges and other fees for street sweeping, household hazardous waste, and Clean-Up Campaign services. Total revenue of \$26.6 million ended the year \$4.7 million lower than the budgeted estimate of \$31.2 million. This is attributable to lower collections in the Other Fees for Services and Charges for Services categories partially due to COVID-19 relief rate reductions in FY 2020/21. Transfers from other funds totaled \$1.03 million, including \$1.0 million from the General Fund to cover COVID-19 relief rate reductions. Total operating expenditures and encumbrances of \$30.8 million were below the budget of \$33.9 million by \$3.1 million due to reduced resource and production and lower materials, supplies and services costs. Expenditure savings can be attributed to a decrease in solid waste subscriptions due to COVID-19, timing of payments, and a smaller than anticipated May 2021 Clean-Up Campaign. Transfers to other funds totaled \$0.8 million as budgeted. As a result of the FY 2020/21 fund activity, a budget adjustment is included to decrease the Rate Stabilization Reserve fund balance by \$0.5 million.

Water Utility Fund

The Water Utility Fund accounts for the operation of the City's water utility services. These services are provided on a user charge basis to residences and businesses, which is its primary source of revenue.

As of June 30, 2021, actual revenue totaled \$52.4 million, coming under the budgeted estimate of \$57.2 million by \$4.8 million. Actual expenditures, including encumbrances, and transfers to other funds were also lower than anticipated at \$48.9 million, compared to the budget of \$53.8 million. The expenditure savings is primarily due to vacancy savings, operating supplies and contractual services, as well as lower expenditures in the resources and production category.

The unrestricted ending fund balance and reserves totaled \$13.1 million, which was close to the estimate used in the development of the FY 2021/22 Adopted Budget. A net downward adjustment of \$0.2 million to the FY 2021/22 beginning fund balance is included in this report.

Required FY 2020/21 Budget Ratifications

Based on the City Charter, the legal appropriation control is designated at the department or office level within a fund. In certain Internal Service and Special Revenue Funds, appropriations are allocated by function rather than departments or offices. In these funds, the appropriation control is at the fund level. Below the appropriation level are expenditure categories and line items. In many cases, actual expenditures may exceed the categories or line items within a department; however, savings from other categories and line items within the same department and fund may offset these overages (for example, savings due to staff vacancies may be offset by an increase in contractual services).

Attachment 1 - FY 2020/21 Budget Amendments includes a list of appropriations that exceeded the appropriation control authority and are recommended to be adjusted in order to meet the legal appropriation control limit. There were overages in ten funds totaling \$0.5 million. These overages were offset by available fund balance and revenues in all funds.

Establishment of an American Rescue Plan Act Fund

The FY 2021/22 Adopted Budget includes the use of federal stimulus funding of \$25.9 million budgeted in the General Fund. However, it has been determined that these funds should be accounted for in a special fund to facilitate the monitoring and reporting of the funds. Budget actions are recommended to move these funds from the General Fund to a new American Rescue Plan Act Fund. This includes the shift of the revenues as well as public safety expenditures that will be funded by the stimulus funds.

Retirement Liability

As summarized in Table 5, the Pension Stabilization Reserves in the various funds totaled \$33.2 million at the end of FY 2020/21, including the FY 2020/21 interest earnings attributed to the Pension Reserve. The goal is to increase the reserve levels by 1% of the unfunded pension liability each year with a targeted level of 7% by the end of FY 2021/22. A total contribution of \$0.2 million to the pension trust fund is planned to meet the 7% target in all funds except the General Fund. In total, reserve levels are projected at \$33.4 million, or approximately 5.6% of the City's net pension liability amount, based on the figures to be reported in the Consolidated Annual Financial Report GASB 68 Report. Historically, the General Fund contribution for the Pension Stabilization Reserve occurred through surplus funds available at the end of the year. Because no additional funds are available, a General Fund contribution to the reserve is not recommended at this time. Additional funds may be available in the future to allow for contributions to the reserve and/or planned for as part of the General Fund Forecast if capacity allows.

Table 5 - Summary of Unfunded Retirement Liability and Pension Stabilization Reserve

	Pension Stabilization Reserve Balance as of June 30, 2021	FY 2021/22 Estimated Reserve Contribution	Estimated Pension Stabilization Reserve for June 30, 2022	Unfunded Liability as of June 30, 2021	Pension Stabilization Reserve Percent of Unfunded Liability
General Fund	\$ 23,978,098	\$ -	\$ 23,978,098	\$ 464,350,317	5.2%
Electric	6,808,996	78,751	6,887,747	98,396,395	7.0%
Water	1,422,251	-	1,422,251	18,820,479	7.6%
Sewer	557,998	98,587	656,585	9,379,784	7.0%
Solid Waste	305,929	15,968	321,897	4,598,534	7.0%
Water Recycling	70,450	44,666	115,116	1,644,508	7.0%
Total	\$ 33,143,722	\$ 237,972	\$ 33,381,694	\$ 597,190,017	5.6%

Status of Selected Reserves

As shown in Table 6 below, there is an overall increase in the City's selected reserves in FY 2021/22. In the FY 2021/22 Adopted Budget, the net increase of \$9.4 million was primarily the result of the increase in the Electric Utility Fund, partially offset by declines in the General Fund Budget Stabilization Reserve and the Capital Projects Reserve as budget balancing actions in the adopted budget.

The recommended actions in the Year-End Report adjust various reserves as part of the FY 2020/21 year-end reconciliation, resulting in a net increase of \$3.5 million. This primarily reflects the increase of \$3.1 million to the Pension Trust Reserve, which includes the allocation of FY 2020/21 investment earnings to these reserves as well as adjustments to meet the targeted reserve levels as discussed above. Budget actions are also recommended to increase the Capital Projects Reserve to \$5.0 million.

Table 6 - Summary of Selected Reserves
(\$ in millions)

Selected Reserve	2021/22 Adopted		2020/21 Year-End		
	Estimated July 1, 2021 Beginning Balance	Contribution / (Use) of Reserves/	2021/22 Adopted Ending Fund Balance	Recommended Contribution / (Use) of Reserves	2021/22 Revised Ending Fund Balance
General Fund - Budget Stabilization (BSR)	\$ 57.5	\$ (3.6)	\$ 53.9	\$ -	\$ 53.9 *
General Fund - Capital Projects (CPR)	5.3	\$ (1.1)	4.2	0.8	5.0
General Fund - Land Sale Reserve	21.7	\$ 1.7	23.4	0.2	23.6
Pension Trust Reserve (All Funds)	29.8	0.5	30.3	3.1	33.4
Utility Fund Rate Stabilization/O&M**	19.7	(3.3)	16.4	(0.6)	15.8
Electric Fund Rate Stabilization/O&M	152.3	15.2	167.5	-	167.5
Total	\$ 286.3	\$ 9.4	\$ 295.7	\$ 3.5	\$ 299.2

* The Budget Stabilization Reserve is budgeted to drop to \$36.6 million (13% of expenses) in FY 2022/23 based on budget balancing actions in the FY2021/22 and FY 2022/23 Adopted Operating Budget.

** Includes Sewer, Solid Waste, Water and Water Recycling

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The fiscal impact of each fund’s results is discussed in detail in the body of this report and attachments. This report includes detailed descriptions of recommended budget amendments (Attachment 1 and 2); summary of year-end performance for the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, Other Agency Funds, and Capital Funds as described in the body of this report (see Attachment 3 tables for other funds details); and a summary of beginning and ending fund balance adjustments for each fund due to actual results (Attachment 4). Approval of Budget Amendments included in Attachment 1 and 2 is recommended in this report.

COORDINATION

This report was coordinated with the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Note and file the FY 2020/21 Budget Year-End Report;
2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the FY 2020/21 Budget Amendments to address necessary budget ratifications as set forth in Attachment 1 of this report (five affirmative Council votes required for revenue actions and the use of unused balances as noted for each item in Attachment 1);
3. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," Approve the FY 2021/22 Budget Amendments as set forth in Attachment 2 of this report (five affirmative Council votes required for revenue actions and the use of unused balances as noted for each item in Attachment 2); and
4. Direction, if any, by the City Council regarding initiatives to be funded by the \$400,000 allocation included in this report.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. FY 2020/21 Budget Amendments
2. FY 2021/22 Budget Amendments
3. Summary of Other Funds Performance
4. Summary of Fund Balance Adjustments

FY 2020/21 Budget Amendments

Building Special Programs and Training Fund (220)

Item	Source of Funds	Use of Funds	Explanation
Revenue from License Permits / Community Development Department	5,995	5,995	This action increases the revenue for Seismic Administration Fees and appropriates the funding to the Community Development Department for operating supplies related to Seismic Administration Costs. Prior to FY 2020/21, Seismic Administration Fees were held in an unbudgeted fund and did not require a formal appropriation for expenditures. Due to the implementation of GASB 84, these funds are now required to have formal appropriations (five affirmative Council votes required to appropriate additional revenue) .
Licenses and Permits / Transfer to the General Fund	31	31	This action increases revenue for Licenses and Permits and increases the transfer to the General Fund for CASp related administration costs. CASp fees, which are collected as a surcharge from business license taxes, allow for a small percentage of the surcharge collected to be used for general administration expenses. Due to revenue coming in higher than anticipated in FY 2020/21, this has increased the amount allowable to be transferred to the General Fund for this purpose (five affirmative Council votes required to appropriate additional revenue) .
	<hr/> 6,026	<hr/> 6,026	

Endowment Care Fund (077)

Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Transfer to Cemetery Fund	7,537	7,537	This action recognizes additional interest earnings in the Endowment Care Fund and increases the transfer of these earnings to the Cemetery Fund. Because interest earnings exceeded the budget, the transfer to the Cemetery Fund also exceeded the budget. This action accounts for the additional transfer of interest earnings (five affirmative Council votes required to appropriate additional revenue) .
	<hr/> 7,537	<hr/> 7,537	

FY 2020/21 Budget Amendments

Expendable Trust Fund (079)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance - Reconciliation/Human Resources Department - Deferred Compensation Program	56,347	56,347	This action increases the FY 2020/21 beginning fund balance to account for funding reallocated from the unbudgeted deposits fund to the Expendable Trust Fund for the Deferred Compensation Program and appropriates the funding for this program to the Human Resources Department (five affirmative Council votes required for the use of unused balances) .
Revenue from Other Agencies / Information Technology - SVACA Billing	8,681	8,681	This action increases the Revenue from Other Agencies estimate and appropriates the funding to the Information Technology Department. This funding is related to reimbursements received from the Silicon Valley Animal Control Association (SVACA) for services provided by the City (five affirmative Council votes required to appropriate additional revenue) .
Revenue from Other Agencies / Department of Public Works - SVACA Billing	10,716	10,716	This action increases the Revenue from Other Agencies estimate and appropriates the funding to the Department of Public Works. This funding is related to reimbursements received from the Silicon Valley Animal Control Association (SVACA) for services provided by the City (five affirmative Council votes required to appropriate additional revenue) .
	75,744	75,744	

FY 2020/21 Budget Amendments

Fire Operating Grant Trust Fund (178)

Item	Source of Funds	Use of Funds	Explanation
Revenue from Other Agencies - Urban Search & Rescue Deployment Reimbursement	669	669	This action increases the Revenue from Other Agencies estimate and appropriates the funding to the Urban Search & Rescue deployment reimbursements. This funding is related to reimbursements received by the City for overtime or backfill costs associated with the deployment of fire department personnel who are members of the Urban Search and Rescue Task Force 3 (five affirmative Council votes required to appropriate additional revenue) .
Revenue from Other Agencies - Urban Search & Rescue Team Training Reimbursement	11,065	11,065	This action increases the Revenue from Other Agencies estimate and appropriates the funding to the Urban Search & Rescue team training reimbursements. This funding is related to reimbursements received by the City for overtime or backfill costs associated with grant funded training provided to fire department personnel who are members of Urban Search and Rescue Task Force 3 (five affirmative Council votes required to appropriate additional revenue) .
Revenue from Other Agencies - Emergency Management Performance Grant 2019	15,208	15,208	This action increases the Revenue from Other Agencies estimate and appropriates the funding to the 2019 Emergency Management Performance grant. This funding is related to reimbursements received by the City for technological expenditures (five affirmative Council votes required to appropriate additional revenue) .
	26,942	26,942	

Library Operating Grant Trust Fund (112)

Item	Source of Funds	Use of Funds	Explanation
Revenue from Other Agencies / Pacific Library Partnership FY 2020/21 Grant	9,634	9,634	This action increases the Revenue from Other Agencies estimate and appropriates the funding to the Pacific Library Partnership Innovation and Technology FY 2020/21 grant. This funding is related to reimbursements received by the City for technological expenditures (five affirmative Council votes required to appropriate additional revenue) .
	9,634	9,634	

FY 2020/21 Budget Amendments

Parks and Recreation Capital Fund (532)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the General Fund - Capital Projects Reserve		173,799	This action establishes a transfer to the General Fund Capital Projects Reserve of \$173,799 as a technical adjustment in the Parks and Recreation Capital Fund to return project savings to the General Fund as the originating funding source (five affirmative Council votes required for the use of unused balances) .
Unrestricted Ending Fund Balance		(173,799)	This action decreases the unrestricted ending fund balance to offset the action recommended above (five affirmative Council votes required for the use of unused balances) .
	-	-	

Perpetual Care Fund (076)

Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Transfer to Cemetery Fund	50	50	This action recognizes additional interest earnings in the Perpetual Care Fund and increases the transfer of these earnings to the Cemetery Fund. Because interest earnings exceeded the budget, the transfer to the Cemetery Fund also exceeded the budget. This action accounts for the additional transfer of interest earnings (five affirmative Council votes required to appropriate additional revenue) .
	50	50	

FY 2020/21 Budget Amendments

Prefunded Plan Review Fund (157)

Item	Source of Funds	Use of Funds	Explanation
Other Revenue / Materials/Service/Supplies	182,874	182,874	This action increases the Other Revenue estimate and appropriates the funding to the materials/services/supplies budget. This fund receives contributions from developers to conduct studies such as EIRs on potential areas of development and was shifted from an unbudgeted to a budgeted fund during FY 2020/21. The overage was due to higher than anticipated revenue-supported activity in this fund (five affirmative Council votes required to appropriate additional revenue) .
	182,874	182,874	

Sports and Open Space Authority Fund (801)

Item	Source of Funds	Use of Funds	Explanation
Board Member Stipends		449	This action increases the board member stipend appropriation to cover higher than anticipated costs. The budget for FY 2020/21 included costs for 21 Council Meetings and Concurrent Authorities, which includes the Sports and Open Space Authority. Through FY 2020/21, 26 meetings took place, resulting in higher stipend costs (five affirmative Council votes required for the use of unused balances) .
Unrestricted Ending Fund Balance		(449)	This action decreases the unrestricted ending fund balance to offset the action recommended above (five affirmative Council votes required for the use of unused balances) .
	-	-	

FY 2020/21 Budget Amendments

Water Utility Capital Fund (592)

Item	Source of Funds	Use of Funds	Explanation
Tank Rehabilitation		7,191	This action increases the budget for the Tank Rehabilitation project. This project exceeded its appropriations as a result of higher expenses related to construction costs at the Serra Tank site (five affirmative Council votes required for the use of unused balances) .
Unrestricted Ending Fund Balance		(7,191)	This action decreases the unrestricted ending fund balance to offset the action recommended above (five affirmative Council votes required for the use of unused balances) .
	-	-	

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	8,805,337		This action increases the Unrestricted Beginning Fund Balance from \$264,273 to \$9,069,610 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Budget Stabilization Reserve - Beginning Fund Balance Reconciliation	(737,538)		This action decreases the Budget Stabilization Reserve Beginning Fund Balance as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Capital Projects Reserve - Beginning Fund Balance/Ending Fund Balance Reconciliation	54,422	54,422	This action increases the Capital Projects Reserve Beginning and Ending Fund Balances as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Building Inspection Reserve - Beginning Fund Balance Reconciliation	(73,989)		This action decreases the Building Inspection Reserve Beginning Fund Balances as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Technology Fee Reserve - Beginning Fund Balance/Ending Fund Balance Reconciliation	396,129	396,129	This action increases the Technology Fee Reserve Beginning and Ending Fund Balances as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Advanced Planning Fee Reserve Ending Fund Balance		673,911	This action increases the Advanced Planning Reserve to account for planning revenues in excess of the related expenditures in FY 2020/21 (five affirmative Council votes required to appropriate additional revenue).

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Land Sale Reserve - Beginning Fund Balance/Ending Fund Balance Reconciliation	2,385,285	242,168	This action increases the Land Sale Reserve Beginning and Ending Fund Balances as a result of the FY 2020/21 year-end actuals reconciliation. The increase to the Beginning Fund Balance of \$2,385,285 accounts for the budgeted transfer from the Parks and Recreation Capital Fund for the loan repayment associated with the Reed and Grant Sports Park from Mitigation Fee Act (MFA) revenue above the estimate of \$138,369 used in the development of the FY 2021/22 budget. However, because the actual MFA revenue was significantly lower than estimated, only \$242,168 remains in the Land Sale Reserve and the remaining \$2,143,117 is recommended to be returned to the Parks and Recreation Capital Fund (majority affirmative Council votes required) .
Transfer to the Parks and Recreation Capital Fund		2,143,117	The Parks and Recreation Capital Fund transfers 25% of the Mitigation Fee Act (MFA) revenue to the General Fund Land Sale Reserve as a loan repayment for the Reed and Grant Sports Park. The FY 2020/21 budget factored in a loan repayment of \$2,523,654. However, based on actual MFA revenue received in FY 2020/21, this loan repayment should be \$380,537. This action returns loan repayment funds to the Parks and Recreation Capital Fund based on actual MFA receipts (five affirmative Council votes required for the use of unused balances) .
Pension Stabilization Reserve - Beginning Fund Balance/Ending Fund Balance Reconciliation	2,380,770	2,380,770	This action increases the Pension Stabilization Reserve Beginning and Ending Fund Balances as a result of the FY 2020/21 year-end actuals reconciliation. This accounts for the interest earnings on the Pension Trust funds (majority affirmative Council votes required) .
Historical Preservation Reserve - Beginning Fund Balance/Ending Fund Balance Reconciliation	1,306	1,306	This action increases the Historic Preservation Reserve Beginning and Ending Fund Balances as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the Building Development Services Fund		4,334,559	This action increases the transfer to the new Building Development Services Fund to account for development revenues in excess of development-related expenditures in FY 2020/21 (five affirmative Council votes required for the use of unused balances) .
Transfer from the Convention Center Maintenance District Fund	383,097		This action transfers \$383,097 to the General Fund as a result of FY 2020/21 year-end actuals reconciliation of the Convention Center Maintenance District Fund. This accounts for the General Fund share of the accumulated savings in the Convention Center Maintenance District Fund; other budget actions are recommended in the Convention Center Maintenance District Fund to transfer the remaining savings to the Hyatt and Techmart (five affirmative Council votes required to appropriate additional revenue) .
Transfer from the Prefunded Plan Review Fund	13,101		This action establishes a transfer to the General Fund for City administration costs for managing the finances of various pre-development studies (five affirmative Council votes required to appropriate additional revenue) .
Transfer To the Library Operating Grant Trust Fund		156	This action establishes a transfer to the Library Operating Grant Trust Fund to cover costs not reimbursed for the Adult Literacy Program grant (five affirmative Council votes required for the use of unused balances) .
Transfer From the Other City Department Operating Grant Trust Fund /Budget Stabilization Reserve	10,000	10,000	This action establishes a transfer from the Other City Departments Operating Grant Trust Fund to partially offset the General Fund impact from funding disbursements related to the Small Business Assistance Program and allocates it to the Budget Stabilization Reserve (five affirmative Council votes required to appropriate additional revenue) .

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Transfer From the Fire Department Capital Fund	236		This action establishes a transfer from the Fire Department Capital Fund to return Public Works (PW) Project Management savings in the Fire Department Capital Fund. These costs were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfer From the General Government Capital Fund	460		This action establishes a transfer from the General Government Capital Fund to return PW Project Management savings in the General Government Capital Fund. These costs were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfers From the Parks and Recreation Capital Fund	9,494		This action establishes a transfer from the Parks and Recreation Capital Fund to return PW Project Management savings in the Parks and Recreation Capital Fund. These costs were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfer From the Public Buildings Capital Fund	1,184		This action establishes a transfer from the Public Buildings Capital Fund to return PW Project Management savings in the Public Buildings Capital Fund. These costs were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfers From the Public Buildings Capital Fund / Capital Projects Reserve	51,489	51,489	This action establishes a transfer from the Public Buildings Capital Fund in the amount of \$51,489 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Transfers From the Public Works Capital Projects Management Fund	140,987		This action establishes a transfer to the General Fund from the Public Works Capital Projects Management Fund to return FY 2020/21 savings in the PW Capital Projects Management costs that were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfer From the Storm Drain Capital Fund	2,713		This action establishes a transfer from the Storm Drain Capital Fund in the amount of \$2,713 to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfer From the Storm Drain Capital Fund / Capital Projects Reserve	93,421	93,421	This action establishes a transfer from the Storm Drain Capital Fund in the amount of \$93,421 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfer to Storm Drain Capital Fund		8,242	Based on actual Storm Drain Charges for Services revenue received (\$1,451,758), this action establishes a transfer to the Storm Drain Capital Fund of \$8,242 to return the excess initial transfer from the Storm Drain Fund to the General Fund (\$1,460,000) (five affirmative Council votes required for the use of unused balances) .
Transfer From the Streets and Highways Capital Fund	18,582		This action establishes a transfer from the Streets and Highways Capital Fund in the amount of \$18,582 to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Transfer From the Streets and Highways Capital Fund / Capital Projects Reserve	26,144	26,144	This action establishes a transfer from the Streets and Highways Capital Fund in the amount of \$26,144 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund (five affirmative Council votes required to appropriate additional revenue) .
Transfer to the Streets and Highways Capital Fund		1,908,000	This action transfers \$1.9 million to the Public Right-of-Way ADA Improvements Project (increase the project from \$10.75 million to \$12.7 million) based on updated project costs estimates. In 2020, the City entered into a settlement agreement based on litigation that requires the City to perform improvements in the public right-of-way to remove barriers to accessibility under the Americans with Disabilities Act. The project is anticipated to go to bid and be awarded in FY 2021/22 (five affirmative Council votes required for the use of unused balances) .
Transfer to the Police Operating Grant Trust Fund		22,768	This action establishes a transfer from the General Fund to the Police Operating Grant Trust Fund to cover costs incurred for the Tobacco Act of 2016 grant in the amount of \$20,345. This was a reimbursable grant; however, the Department was denied reimbursement as a result of timing of the reimbursement request and follow-up required by the granting agency. The remaining \$2,423 transfer is to cover costs incurred related to the Office of Traffic Safety grant. This was a reimbursable grant; however, it was determined that there was an ineligible training expense charged (five affirmative Council votes required for the use of unused balances) .
Transfer to the Engineering Operating Grant Trust Fund		55,753	This action transfers funding to the Engineering Operating Grant Trust Fund to offset unreimbursed grant costs (five affirmative Council votes required for the use of unused balances) .

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenues	(25,921,801)		This action eliminates the revenue estimate for the American Rescue Plan Act (ARPA) funding. It has been determined that these revenues should be reflected in a separate fund, and the establishment of the American Rescue Plan Act Fund is also recommended to account for these funds. A portion of the Police and Fire Department General Fund costs will also be shifted to the new American Rescue Plan Act Fund (majority affirmative Council votes required).
Fire Department		(11,180,932)	This action decreases the Fire Department allocation in the General Fund to account for the public safety costs that will be funded from the American Rescue Plan Act Fund in FY 2021/22. A corresponding adjustment is included in the new American Rescue Plan Act Fund. It was determined that the ARPA funding would be more appropriately accounted for in a separate fund (majority affirmative Council votes required).
Police Department		(14,740,869)	This action decreases the Police Department allocation in the General Fund to account for the public safety costs that will be funded from the American Rescue Plan Act Fund in FY 2021/22. A corresponding adjustment is included in the new American Rescue Plan Act Fund. It was determined that the ARPA funding would be more appropriately accounted for in a separate fund (majority affirmative Council votes required).
Non-Departmental - Information Technology Cost and Benefit Organizational Analysis		100,000	This action reflects the carryover of \$100,000 from FY 2020/21 to bring on a third party consultant to perform an organizational analysis of Information Technology services. The City has seen a consistent need for resources dedicated to audio/visual services. This consultant will also evaluate the City's needs and determine the most efficient and effective method of bringing on this type of resource (five affirmative Council votes required for the use of unused balances).

FY 2021/22 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Non-Departmental - City Council Initiatives		400,000	This action allocates funding for City Council initiatives, such as the formation of the Homelessness Task Force and funding for the Vision Zero Plan. The City Council has identified a number of funding needs during its deliberations, and this allocation would set aside funds to address a limited number of those needs (five affirmative Council votes required for the use of unused balances) .
Capital Projects Reserve		526,000	This action increases the Capital Projects Reserve to bring the balance to the recommended level of \$5 million (five affirmative Council votes required for the use of unused balances) .
Transfer to the Other City Departments Operating Grant Trust Fund		534,275	This action transfers \$0.5 million to the Other City Departments Operating Grant Trust fund to cover COVID-19 related costs in FY 2021/22 incurred by various City departments, primarily the Fire and Police Departments' (five affirmative Council votes required for the use of unused balances) .
	(11,959,171)	(11,959,171)	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

American Rescue Plan Act Fund (102)

Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue	25,921,801		This action establishes a revenue estimate from Other Agencies to recognize the federal funding associated with the American Rescue Plan Act (ARPA). In the FY 2021/22 Adopted Budget, these revenues were budgeted in the General Fund. However, it has been determined that these revenues should be reflected in a separate fund, and the establishment of the American Rescue Plan Act Fund is also recommended to account for these funds. A portion of the Police and Fire Department General Fund costs will also be shifted to the new American Rescue Plan Act Fund (five affirmative Council votes required to appropriate additional revenue) .
Fire Department		11,180,932	This action establishes a Fire Department allocation to account for the Fire public safety costs that will be funded from the American Rescue Plan Act (ARPA) Fund in FY 2021/22. A corresponding downward adjustment is included in the General Fund. It was determined that the ARPA funding would be more appropriately accounted for in a separate fund (five affirmative Council votes required to appropriate additional revenue) .
Police Department		14,740,869	This action establishes a Police Department allocation to account for the Police public safety costs that will be funded from the American Rescue Plan Act (ARPA) Fund in FY 2021/22. A corresponding adjustment is included in the General Fund. It was determined that the ARPA funding would be more appropriately accounted for in a separate fund (five affirmative Council votes required to appropriate additional revenue) .
	25,921,801	25,921,801	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Bridge District #2 Fund (463)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	19,569		This action increases the Unrestricted Beginning Fund Balance from \$113,396 to \$132,965 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance		19,569	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required).
	19,569	19,569	

Building Development Services Fund (155)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the Building Development Services Fund	4,334,559		This action transfers funds from the General Fund to the new Building Development Services Fund to account for development revenues in excess of development-related expenditures in FY 2020/21 (five affirmative Council votes required to appropriate additional revenue).
Community Development - Building - Materials/Services/Supplies		1,400,000	This action reflects the carryover of \$1.4 million in contractual services for the Building Division from FY 2020/21 to FY 2021/22. Due to the heightened level of development activity in the City and the high vacancy rate of the Division, the City needs to supplement its current staffing with consultants to meet current demand (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		2,934,559	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	4,334,559	4,334,559	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Building Special Programs and Training Fund (220)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - CASp Reserve - Restricted	(24,902)		This action decreases the Restricted Beginning Fund Balance from \$60,486 to \$35,584 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Beginning Fund Balance Reconciliation - Seismic Admin Reserve - Restricted	(47,964)		This action decreases the Restricted Beginning Fund Balance from \$100,000 to \$52,036 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Beginning Fund Balance Reconciliation - Building Standard - Restricted	41,271		This action increases the Restricted Beginning Fund Balance from \$49,400 to \$90,671 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Restricted Ending Fund Balance - CASp Reserve - Restricted		(24,902)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required) .
Restricted Ending Fund Balance - Seismic Admin Reserve		(47,964)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required) .
Restricted Ending Fund Balance - Building Standard Reserve		41,271	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required) .
	(31,595)	(31,595)	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

City Affordable Housing Fund (165)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	6,477,272		This action increases the Unrestricted Beginning Fund Balance from \$2,282,330 to \$8,759,602 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Community Development - Housing - Materials/Services/Supplies	6,000,000	6,000,000	This action reflects the carryover of \$6.0 million in developer contributions and a developer loan disbursement. On February 25, 2020, the City Council approved a loan agreement to support the construction of 150 affordable housing units at 2302 Calle Del Mundo. Staff anticipates that the developer contribution will be received and the loan will be drawn in FY 2021/22 (five affirmative Council votes required to appropriate additional revenue).
Community Development - Housing - Materials/Services/Supplies		4,000,000	This action reflects the carryover of \$4.0 million loan disbursement to an affordable housing project. On April 20, 2021, the City approved a loan agreement to support the construction of 80 Affordable Housing Units on 3333-3337 Kifer Road. Staff anticipates that the loan will be drawn in FY 2021/22 (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		2,477,272	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	12,477,272	12,477,272	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Community Facilities District 2019-1 Lawrence Station (027)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	6,016		This action increases the Unrestricted Beginning Fund Balance from \$175,563 to \$181,579 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning Fund Balance - Capital Reserve	(394)		This action reduces the Capital Reserve - Beginning Fund Balance (from \$62,960 to \$62,566) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Special Tax Revenues	(44,846)		This action decreases the revenue estimate for the community facilities district (CFD) special tax levy from \$376,327 to \$331,481 based on the latest CFD Tax Administration Report. This estimate is based on 334 parcels within the CFD that have been issued a building permit (majority affirmative Council votes required).
Capital Reserve		(9,363)	This action decreases the Capital Reserve to partially offset the decrease in the projected special tax revenues (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		(29,861)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	(39,224)	(39,224)	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Convention Center Maintenance District Fund (026)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	498,501		This action increases the Unrestricted Beginning Fund Balance from \$70,602 to \$569,103 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Refund to Hyatt		73,506	This action returns excess funds due to accumulated savings to Hyatt in the amount of \$73,506 as a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Refund to Techmart		112,500	This action returns excess funds due to accumulated savings to Techmart in the amount of \$112,500 as a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Transfer to the General Fund		383,097	This action transfers excess funds due to accumulated savings to the General Fund in the amount of \$383,097 as a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		(70,602)	This change to the Unrestricted Ending Fund Balance offsets the recommended actions above (five affirmative Council votes required for the use of unused balances).
	498,501	498,501	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Downtown Parking Maintenance District Fund (025)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	64,926		This action increases the Unrestricted Beginning Fund Balance from \$516,769 to \$581,695 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning Fund Balance Reconciliation - Reserve for Maintenance - Restricted	(1,992)		This action decreases the Reserve for Maintenance from \$146,316 to \$144,324 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Reserve for Maintenance - Restricted		(1,992)	This change to the Reserve for Maintenance offsets a recommended action above (majority affirmative Council votes required).
Unrestricted Ending Fund Balance		64,926	This change to the Unrestricted Ending Fund Balance offsets a recommended action above (majority affirmative Council votes required).
	62,934	62,934	

Endowment Care Fund (077)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	107,216		This action increases the Unrestricted Beginning Fund Balance from \$1,787,424 to \$1,894,640 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance		107,216	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required).
	107,216	107,216	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Engineering Operating Grant Trust Fund (144)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(423,974)		This action decreases the Unrestricted Beginning Fund Balance from \$0 to -\$423,974 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Other Agencies Revenue	368,221		This action carries over grant revenues not yet received related to the One Bay Area Grant reimbursable grant allocation (five affirmative Council votes required to appropriate additional revenue) .
Transfer from the General Fund	55,753		This action transfers \$55,753 from the General Fund to offset unreimbursed grant expenditures from prior fiscal years (five affirmative Council votes required to appropriate additional revenue) .
	-	-	

Expendable Trust Fund (079)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	1,236,029		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$1,236,029 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
City Attorney's Office		32,189	This action carries over unspent donations designated to the City Attorney's Office for Environmental Enforcement Fines (\$32,189). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
City Manager's Office		12,974	This action carries over reimbursements not yet received for the Related Santa Clara project and unspent donations designated to the City Manager's Office for the Caltrain Station (\$12,974). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Grant Revenue/Community Development Department	49,500	49,500	This action carries over reimbursements not yet received for the Tasman East Contributions. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue) .

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Expendable Trust Fund (079) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Fire Department		559,943	This action carries over unspent donations designated to the Fire Department for CUPA Enforcement (\$450,037), Environment Enforcement Fees (\$17,001), Fire Prevention (\$1,408), Fire - Haz Mat (\$1,598), Fire - Certification Grant (\$5,223), Fire EMS Grant (\$2,681), OES Emergency Preparation (\$75,000), Training Emergency Preparation (\$4,134), and Training Classes (\$2,861). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Human Resources Department		17,597	This action carries over unspent funding designated to the Human Resources Department for Deferred Compensation Revenue Sharing (\$17,597). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Library Department		19,488	This action carries over unspent donations designated to the Library Department for CLSA Transaction Based Reimbursement (\$1,770) and the Public Library Foundation (\$17,718). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Police Department		583,533	This action carries over unspent donations designated to the Police Department for Bingo Enforcement Fees (\$290,499), Seized Asset Funds for local (\$41), State (\$164,775), federal (\$125,898), and Shooting Range Recycled Casings (\$2,320). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Expendable Trust Fund (079) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Public Works	4,187	14,492	This action increases the reimbursements for SVACA Billing not yet received. This action also carries over unspent donations designated to the Public Works Department for Environment Enforcement Fees (\$12,875) and Seized Asset Funds for local (\$1,617). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue and for the use of unused balances).
	1,289,716	1,289,716	

Fire Operating Grant Trust Fund (178)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	(281,018)		This action decreases the Unrestricted Beginning Fund Balance from \$0 to -\$281,018 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Bay Area Urban Security Initiative 2019 Grant	185,000		This action carries over grant revenue not yet received for the Assistance to Firefighter FY 18/19 grant; this is a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue).
State Homeland Security Grant Program FY18/19	159,290	90,142	This action carries over grant revenue not yet received and unspent funds for the State Homeland Security Grant Program FY18/19 grant; this is a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue).
Assistance to Firefighter Supplemental Grant	32,745	32,745	This action carries over grant revenue not yet received and unspent funds for the Assistance to Firefighter Supplemental grant; this is a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue).

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Fire Operating Grant Trust Fund (178) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Assistance to Firefighter Supplemental Grant City Match		3,211	This action carries over unspent appropriations related to the Assistance to Firefighter Supplemental grant city match. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Assistance to Firefighter FY18/19 Grant	147,764	72,643	This action carries over grant revenue not yet received and unspent funds for the Assistance to Firefighter FY18/19 grant; this is a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue) .
Assistance to Firefighter FY18/19 Grant City Match		14,776	This action carries over unspent appropriations related to the Assistance to Firefighter FY18/19 grant city match. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Assistance to Firefighter FY19/20 Grant	40,168	40,168	This action carries over grant revenue not yet received and unspent funds for the Assistance to Firefighter FY19/20 grant; this is a result of FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue) .
Assistance to Firefighter FY19/20 Grant City Match		4,017	This action carries over unspent appropriations related to the Assistance to Firefighter FY19/20 grant city match. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
California Environmental Protection Agency Environmental Enforcement Training		26,096	This action carries over unspent appropriations related to the California Environmental Protection Agency Environmental Enforcement Training. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Fire Operating Grant Trust Fund (178) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Emergency Medical Services County Patient Care System		151	This action carries over unspent appropriations related to the Emergency Medical Services County Patient Care System. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
	<u>283,949</u>	<u>283,949</u>	

Gas Tax Fund (121)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	(1,185,858)		This action decreases the Unrestricted Beginning Fund Balance from \$3,007,200 to \$1,821,342 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer from the Streets and Highways Capital Fund	207,867		This action recognizes a transfer of \$207,867 from the Streets and Highways Capital Fund as a result of savings from the Lick Mill Blvd Signal Timing (\$51,669), Homestead Road Signal Timing (\$62,345), Traffic Signal Installation – Pruneridge Ave/Cronin Dr Intersection (\$27,467), and SRTS Pedestrian Infrastructure Improvements projects (\$66,386) (five affirmative Council votes required to appropriate additional revenue).
Transfer to the Streets and Highways Capital Fund		1,464,436	This action transfers \$1,464,436 to the Streets and Highways Capital Fund to provide Gas Tax funding to fund the Annual Street Maintenance and Rehabilitation Program project (#1235). This amount uses the previously returned Gas Tax funding from the Annexed Neighborhood Street Improvements project (#1213) to fund the Annual Street Maintenance and Rehabilitation Program project instead (five affirmative Council votes required for the use of unused balances).
Ending Fund Balance		(2,442,427)	This change to the Ending Fund Balance offsets the recommended action above (five affirmative Council votes required for the use of unused balances).
	<u>(977,991)</u>	<u>(977,991)</u>	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Housing and Urban Development Fund (562)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(3,479,729)		This action decreases the Unrestricted Beginning Fund Balance from \$2,730,476 to -\$749,253 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Other Agencies Revenue	3,055,688		This actions carries over grant revenue from HUD that was unspent in FY 2020/21 and recognizes that revenue in FY 2021/22 (five affirmative Council votes required to appropriate additional revenue).
Unrestricted Ending Fund Balance		(424,041)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	(424,041)	(424,041)	

Housing Authority Fund (164)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	1,573,686		This action increases the Unrestricted Beginning Fund Balance from \$2,194,941 to \$3,768,627 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Other Revenue/Community Development - Housing - Capital Outlay	5,200,000	6,700,000	On September 1, 2020, the City Council approved a loan agreement to support the construction of 65 affordable housing units at 2330 Monroe Street. Staff anticipates that the loan will be drawn in FY 2021/22. This action reflects the carryover of \$5.2 million in revenue for the land value of the City owned site on which the new affordable development will be constructed. The City is issuing the developer a takeback note in the amount of \$5.2 million. This action also reflects the carryover \$6.7 million for a developer loan disbursement (five affirmative Council votes required to appropriate additional revenue and for the use of unused balances).
Unrestricted Ending Fund Balance		73,686	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	6,773,686	6,773,686	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Housing Successor Agency Fund (169)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	10,628,613		This action increases the Unrestricted Beginning Fund Balance from \$3,267,004 to \$13,895,617 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Community Development - Housing - Capital Outlay		5,000,000	This action reflects the carryover of \$5.0 million for a developer loan disbursement. On February 2, 2019, the City Council approved a loan agreement to support the construction of 145 affordable housing units at 2904 Corvin Drive. Staff anticipates that the loan will be drawn in FY 2021/22 (five affirmative Council votes required for the use of unused balances).
Community Development - Housing - Capital Outlay		5,000,000	This action reflects the carryover of \$5.0 million for a developer loan disbursement. On January 28, 2020, the City Council approved a loan agreement to support the construction of 65 affordable housing units at 2330 Monroe Street. Staff anticipates that the loan will be drawn in FY 2021/22 (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		628,613	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	10,628,613	10,628,613	

Library Donations Trust Fund (072)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	179,733		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$179,733 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
City Library Foundation Trust		139,444	This action carries over unspent funds in the City Library Foundation Trust donation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Library Donations Trust Fund (072) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
In Memory J. Jaffer		1,440	This action carries over unspent funds in the In Memory J. Jaffer donation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
In Memory Of M. Dry		4,000	This action carries over unspent funds in the In Memory Of M. Dry donation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Library Books		1,300	This action carries over unspent funds for Library Books. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Library Tote Bags		1,000	This action carries over unspent funds for Library Tote Bags. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Literacy Program		9,050	This action carries over unspent funds for the Literacy Program. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
SCSQ Irvine Contribution		22,755	This action carries over unspent funds from the SCSQ Irvine Contribution. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Summer Reading		744	This action carries over unspent funds from the Summer Reading donation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
	179,733	179,733	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Library Operating Grant Trust Fund (112)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	28,529		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$28,529 as a result of FY 2020/21 year-end actuals reconciliation. (majority affirmative Council votes required).
Adult Literacy Program 19-20		148	This action carries over unspent appropriations related to the Adult Literacy Program 19-20 grant. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Adult Literacy Program 20-21		28,155	This action carries over unspent appropriations related to the Adult Literacy Program 20-21 grant. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Dio De Los Ninos Grant		382	This action carries over unspent appropriations related to the Dio De Los Ninos grant. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Transfer From the General Fund	156		This action establishes a transfer from the Library Department's operating budget in the General Fund to cover costs not reimbursed for the Adult Literacy Program grant (five affirmative Council votes required to appropriate additional revenue).
	28,685	28,685	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Other City Departments Operating Grant Trust Fund (101)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	138,343		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$138,343 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Transfer to the General Fund		10,000	This action establishes a transfer to the General Fund to partially offset the General Fund impact from funding disbursements related to the Small Business Assistance Program (five affirmative Council votes required for the use of unused balances) .
City Manager's Office - Healthy Cities Tobacco Free Grant		2,203	This action carries over unspent appropriations related to the Healthy Cities Tobacco Free grant. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Transfer from the General Fund/COVID-19	534,275	534,275	This action transfers \$344,275 from the General Fund to cover COVID-19 related costs in FY 2021/22 incurred by various City departments, including the Fire and Police Departments (five affirmative Council votes required to appropriate additional revenue) .
COVID-19		126,140	This action carries over unspent appropriations related to citywide COVID-19 expenditures (five affirmative Council votes required for the use of unused balances) .
	672,618	672,618	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Parks and Recreation Operating Grant Trust Fund (111)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	97,153		This action increases the Unrestricted Beginning Fund Balance from \$845 to \$97,998 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Ending Fund Balance		97,153	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required) .
	97,153	97,153	

Prefunded Plan Review Trust Fund (157)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	694,338		This action establishes the Unrestricted Beginning Fund Balance of \$694,338 (majority affirmative Council votes required) .
Contractual Services for Development Review		681,237	This action establishes an appropriation for the contractual services for Environment Impact Reviews and other pre-development studies which are required for development and paid by developers (five affirmative Council votes required for the use of unused balances) .
Transfer to the General Fund		13,101	This action establishes a transfer to the General Fund for City administration costs for managing the finances of various pre-development studies (five affirmative Council votes required for the use of unused balances) .
	694,338	694,338	

Police Operating Grant Trust Fund (177)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	1,433,911		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$1,433,911 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Police Operating Grant Trust Fund (177) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transfer From the General Fund	22,768		This action establishes a transfer from the General Fund to cover costs not reimbursed for the Tobacco Tax Act of 2016 grant (\$20,345) and the Office of Traffic Safety grant (\$2,423) (five affirmative Council votes required to appropriate additional revenue).
Abandoned Vehicle Abatement		108,172	This action carries over unspent funds for the Abandoned Vehicle Abatement program. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Board of State and Community Correction 2017		38,544	This action carries over unspent funds in the Board of State and Community Correction 2017 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Board of State and Community Correction 2020		341,238	This action carries over unspent funds in the Board of Sate and Community Correction 2020 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Citizens' Option for Public Safety 2017/18		306	This action carries over unspent funds in the Citizens' Option for Public Safety 2017/18 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Citizens' Option for Public Safety 2018/19		168,556	This action carries over unspent funds in the Citizens' Option for Public Safety 2018/19 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).
Citizens' Option for Public Safety 2019/20		255,080	This action carries over unspent funds in the Citizens' Option for Public Safety 2019/20 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances).

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Police Operating Grant Trust Fund (177) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Citizens' Option for Public Safety 2020/21		193,214	This action carries over unspent funds in the Citizens' Option for Public Safety 2020/21 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Department of Justice - COVID-19		9,967	This action carries over unspent funds in the Department of Justice - COVID-19 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Edward Byrne Memorial JAG17		289	This action carries over unspent funds in the Edward Byrne Memorial JAG 17 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Edward Byrne Memorial JAG19		12,390	This action carries over unspent funds in the Edward Byrne Memorial JAG 19 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Edward Byrne Memorial JAG20		12,469	This action carries over unspent funds in the Edward Byrne Memorial JAG 20 grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
National Incident-Based Reporting System	271		This action carries over revenue not received for the National Incident-Based Reporting System grant. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue) .

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Police Operating Grant Trust Fund (177) (Cont'd.)

Seized Asset Funds		99,325	This action carries over unspent funds in the Seized Asset Funds allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
State Homeland Security Grant 2019	52,000	52,000	This action carries over revenue not received and unspent appropriations for the Homeland Security grant. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue) .
West Valley College Training Program		217,400	This action carries over unspent funds in the West Valley College Training grant allocation. This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
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	1,508,950	1,508,950	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Public Donations Fund (067)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	462,028		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$462,028 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
City Manager's Office		102,197	This action carries over unspent donations designated to the City Manager's Office including the Bank of Santa Clara Car Seat Program (\$500), Art in Public Places (\$226), Championship Teams (\$1,344), Help Your Neighbor (\$62,065), Mission City Community (\$67), Santa Clara Art in Public Spaces (\$37,720), and Undesignated Donations (\$275). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Community Development Department		5,641	This action carries over unspent donations designated to the Community Development Department including the Berryessa Adobe Donations (\$1,150) and Historical Preservation (\$4,491). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
Fire Department		3,345	This action carries over unspent donations designated to the Fire Department including Fire Safety (\$1,961) and Public Education (\$1,384). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Public Donations Fund (067) (Cont'd.)

Parks and Recreation Department	845	341,773	This action carries over a donation estimate for the Wade Brummal Scholarship Fund in the amount of \$845 that is anticipated to be received in FY 2021/22. This action also carries over unspent donations designated to the Parks and Recreation Department including the Arts, Crafts and Wine Festival (\$178,007), Case Management Grant (\$33,860), Youth Commission (\$3,819), and the Wade Brummal Scholarship Fund (\$126,087). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required to appropriate additional revenue and for the use of unused balances) .
Police		9,917	This action carries over unspent donations designated to the Police Department including the Bicycle Safety Program (\$1,377), COVID Donations (\$5,000), and the Police Voucher Program (\$3,540). This is a result of the FY 2020/21 year-end actuals reconciliation (five affirmative Council votes required for the use of unused balances) .
	462,873	462,873	

Public, Educational and Governmental Fee Fund (221)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	86,962		This action increases the Unrestricted Beginning Fund Balance from \$2,324,211 to \$2,411,173 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Ending Fund Balance		86,962	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required) .
	86,962	86,962	

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Road Maintenance and Rehabilitation (SB1) Fund (122)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	175,529		This action increases the Unrestricted Beginning Fund Balance from \$180,741 to \$356,270 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance		175,529	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required).
	175,529	175,529	

Traffic Fair Share Fund (124)

Item	Source of Funds	Use of Funds	Explanation
Transfer from the Streets and Highways Capital Fund	15,000		This action establishes a transfer of \$15,000 from the Streets and Highways Capital Fund as a result of savings from the Lawrence Grade Separation project (five affirmative Council votes required to appropriate additional revenue).
Ending Fund Balance - Restricted for Fair Share Projects		15,000	This change to the Ending Fund Balance offsets the recommended action above (five affirmative Council votes required to appropriate additional revenue).
	15,000	15,000	

Traffic Mitigation Fund (123)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	(355,965)		This action decreases the Unrestricted Beginning Fund Balance from \$4,883,667 to \$4,527,702 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer from the Streets and Highways Capital Fund	28,500		This action recognizes a transfer of \$28,500 from the Streets and Highways Capital Fund as a result of savings from the Scott-Benton Traffic Signal Timing project (five affirmative Council votes required to appropriate additional revenue).

FY 2021/22 Budget Amendments Special Revenue Funds and Other Funds

Traffic Mitigation Fund (123) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the Streets and Highways Capital Fund		202,451	This action establishes a transfer of \$202,451 to the Streets and Highways Capital Fund that funded the closed Intersection Improvements - El Camino Real at San Tomas Expressway - Phase "B" project (five affirmative Council votes required for the use of unused balances) .
Ending Fund Balance		(529,916)	This change to the Ending Fund Balance offsets the recommended action above (five affirmative Council votes required to appropriate additional revenue) .
	(327,465)	(327,465)	

FY 2021/22 Budget Amendments Enterprise Funds

Cemetery Fund (093)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	89,168		This action increases the Unrestricted Beginning Fund Balance from \$97,149 to \$186,317 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		89,168	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	89,168	89,168	

Convention Center Enterprise Fund (860)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(322,451)		This action decreases the Unrestricted Beginning Fund Balance from \$2,356,792 to \$2,034,341 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		(322,451)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	(322,451)	(322,451)	

Electric Operating Grant Trust Fund (191)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Public Benefits Program	(840,691)		This action decreases the Public Benefits Program Beginning Fund Balance from \$46,003,990 to \$45,163,299 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning Fund Balance Reconciliation - Low Carbon Fuel Program	(1,017,603)		This action decreases the Low Carbon Fuel Program Beginning Fund Balance from \$6,608,689 to \$5,591,086 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).

FY 2021/22 Budget Amendments Enterprise Funds

Electric Operating Grant Trust Fund (191) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Greenhouse Gas Program	2,474,423		This action increases the Greenhouse Gas Program Beginning Fund Balance from \$2,557,087 to \$5,031,510 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Transfer From Electric Utility Capital Fund/ Ending Fund Balance - Public Benefits Program	200,082	200,082	This action establishes a transfer from the Electric Utility Capital Fund to return the remaining balance from the Electric Capital Project Management project for unused funds. It returns original funding to the Public Benefits Program Ending Fund Balance (five affirmative Council votes required to appropriate additional revenue) .
Ending Fund Balance - Public Benefits		(840,691)	This change to the Ending Fund Balance - Public Benefits offsets the recommended actions above (majority affirmative Council votes required) .
Ending Fund Balance - Low Carbon Fuel		(1,017,603)	This change to the Ending Fund Balance - Low Carbon Fuel offsets the recommended actions above (majority affirmative Council votes required) .
Ending Fund Balance - Greenhouse Gas		2,474,423	This change to the Ending Fund Balance - Greenhouse Gas offsets the recommended actions above (majority affirmative Council votes required) .
	816,211	816,211	

FY 2021/22 Budget Amendments Enterprise Funds

Electric Utility Fund (091)

Item	Source of Funds	Use of Funds	Explanation
Beginning / Ending Fund Balance Reconciliation - Unrestricted	36,722,714	36,991,218	This action increases the Unrestricted Beginning Fund Balance (from \$67,854,681 to \$104,577,395) and Unrestricted Ending Fund Balance (from \$84,207,503 to \$121,198,721) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning / Ending Fund Balance Reconciliation - Pension Trust Reserve	715,751	447,247	This action increases the Pension Trust Reserve - Beginning Fund Balance (from \$6,093,245 to \$6,808,996) and the Ending Fund Balance (from \$6,440,500 to \$6,887,747) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
	37,438,465	37,438,465	

FY 2021/22 Budget Amendments Enterprise Funds

Sewer Utility Fund (094)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	2,724,160		This action increases the Unrestricted Beginning Fund Balance from \$18,770,794 to \$21,494,954 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning / Ending Fund Balance Reconciliation - Pension Trust Reserve	58,548	42,635	This action increases the Pension Trust Reserve Beginning Fund Balance (from \$499,450 to \$557,998) and the Ending Fund Balance (from \$613,950 to \$656,585) as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer From the Electric Utility Capital Fund	186,108		This action establishes a transfer from the Electric Utility Capital Fund as a result of savings in the DVR SCR and CO Catalyst Replacement project (five affirmative Council votes required to appropriate additional revenue).
Ending Fund Balance - Unrestricted		2,926,181	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	2,968,816	2,968,816	

FY 2021/22 Budget Amendments Enterprise Funds

Solid Waste Fund (096)

Item	Source of Funds	Use of Funds	Explanation
Beginning / Ending Fund Balance Reconciliation - Rate Stabilization Reserve	(538,871)	(538,871)	This action decreases the Rate Stabilization Reserve Beginning Fund Balance (from \$2,295,468 to \$1,756,597) and the Ending Fund Balance from (\$2,136,639 to \$1,597,768) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning / Ending Fund Balance Reconciliation - Pension Trust Reserve	32,067	20,902	This action increases the Pension Trust Reserve Beginning Fund Balance (from \$273,862 to \$305,929) and the Ending Fund Balance (from \$300,995 to \$321,897) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		11,165	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	<u>(506,804)</u>	<u>(506,804)</u>	

Water Recycling Fund (097)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(56,566)		This action decreases the Unrestricted Beginning Fund Balance from \$837,050 to \$780,484 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Pension Stabilization Reserve	7,829	7,475	This action increases the Pension Trust Reserve Beginning Fund Balance (from \$62,621 to \$70,450) and the Ending Fund Balance (from \$107,641 to \$115,116) as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		(56,212)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	<u>(48,737)</u>	<u>(48,737)</u>	

FY 2021/22 Budget Amendments Enterprise Funds

Water Utility Fund (092)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(382,394)		This action decreases the Unrestricted Beginning Fund Balance from \$2,500,458 to \$2,267,795 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning Fund Balance/Ending Fund Balance Reconciliation - Pension Stabilization Reserve	149,732	149,732	This action increases the Pension Trust Reserve Beginning and Ending Fund Balance (from \$1,272,519 to \$1,422,251) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer From the Electric Utility Capital Fund	186,108		This action establishes a transfer from the Electric Utility Capital Fund as a result of savings in the DVR SCR and CO Catalyst Replacement project (five affirmative Council votes required to appropriate additional revenue).
Ending Fund Balance - Unrestricted		(196,286)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	(46,554)	(46,554)	

FY 2021/22 Budget Amendments Internal Service Funds

Communication Acquisitions Fund (048)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	9,620		This action increases the Unrestricted Beginning Fund Balance from \$756,611 to \$766,231 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Equipment Reserve	802,205	802,205	This action increases the Beginning Fund Balance - Equipment Reserve and Ending Fund Balance from \$0 to \$802,205 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		9,620	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	811,825	811,825	

Fleet Operations Fund (053)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	417,133		This action increases the Unrestricted Beginning Fund Balance from \$384,800 to \$801,933 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		417,133	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	417,133	417,133	

FY 2021/22 Budget Amendments Internal Service Funds

Information Technology Services Fund (045)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(346,907)		This action decreases the Unrestricted Beginning Fund Balance from \$1,403,699 to \$1,056,791 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Ending Fund Balance - Unrestricted		(346,907)	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required) .
	(346,907)	(346,907)	

Public Works Capital Projects Management Fund (044)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	184,172		This action increases the Unrestricted Beginning Fund Balance from \$323 to \$184,495 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Transfer to the General Fund		140,987	This action establishes a transfer to the General Fund to return FY 2020/21 savings in the PW Capital Projects Management costs that were originally funded by the General Fund (five affirmative Council votes required for the use of unused balances) .
Transfer to the Sewer Utility Capital Fund		43,508	This action establishes a transfer to the Sewer Utility Capital Fund to return FY 2020/21 savings in the PW Capital Projects Management costs that were originally funded by the Sewer Utility Capital Fund (five affirmative Council votes required for the use of unused balances) .
Ending Fund Balance - Unrestricted		(323)	This change to the Ending Fund Balance offsets the recommended actions above (five affirmative Council votes required for the use of unused balances) .
	184,172	184,172	

FY 2021/22 Budget Amendments Internal Service Funds

Special Liability Insurance Fund (082)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Reserve for Future Claims	2,460,570		This action increases the Beginning Fund Balance - Reserve for Future Claims from \$827,565 to \$3,288,135 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Beginning Fund Balance Reconciliation - Unrestricted	51,526		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$51,526 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Ending Fund Balance - Reserve for Future Claims		2,460,570	This action increases the Ending Fund Balance - Reserve for Future Claims from \$4,027,565 to \$6,488,135 offsets the recommended actions above (majority affirmative Council votes required) .
Ending Fund Balance - Unrestricted		51,526	This action increases the Ending Fund Balance and offsets the recommended action above (majority affirmative Council votes required) .
	2,512,096	2,512,096	

FY 2021/22 Budget Amendments Internal Service Funds

Unemployment Insurance Fund (087)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	135,564		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$135,564 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Ending Fund Balance - Unrestricted		135,564	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required) .
	135,564	135,564	

Vehicle Replacement Fund (050)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(563,336)		This action decreases the Unrestricted Beginning Fund Balance from \$3,835,672 to \$3,272,336 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Beginning / Ending Fund Balance - Equipment Replacement Reserve	737,883	737,883	This action increases the Equipment Replacement Reserve Beginning Fund Balance (from \$2,620,149 to \$3,358,032) and the Ending Fund Balance (from \$2,620,149 to \$3,358,032) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Ending Fund Balance - Unrestricted		(563,336)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required) .
	174,547	174,547	

FY 2021/22 Budget Amendments Internal Service Funds

Workers' Compensation Fund (081)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Reserve for Future Claims	91,044		This action increases the Unrestricted Beginning Fund Balance from \$2,500,000 to \$2,591,044 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning Fund Balance Reconciliation - Unrestricted	1,497,068		This action increases the Unrestricted Beginning Fund Balance from \$2,661,414 to \$4,158,482 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Ending Fund Balance - Reserve for Future Claims		91,044	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required).
Ending Fund Balance - Unrestricted		1,497,068	This change to the Ending Fund Balance offsets the recommended action above (majority affirmative Council votes required).
	1,588,112	1,588,112	

FY 2021/22 Budget Amendments Debt Service Funds

Electric Utility Debt Service Fund (491)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	1,830,945		This action increases the Beginning Fund Balance from \$7,986,294 to \$9,817,239 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Reconciliation - Reserve for Debt Service			
Ending Fund Balance		1,830,945	This change to the Ending Fund Balance - Reserve for Debt Service offsets the recommended action above (majority affirmative Council votes required) .
Reconciliation - Reserve for Debt Service			
	1,830,945	1,830,945	

Public Facilities Financing Corporation Fund (431)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	(2,191)		This action decreases the Unrestricted Beginning Fund Balance from \$18,070 to \$15,879 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Reconciliation - Unrestricted			
Ending Fund Balance		(2,191)	This change to the Ending Fund Balance - Unrestricted offsets the recommended action above (majority affirmative Council votes required) .
Reconciliation - Unrestricted			
	(2,191)	(2,191)	

FY 2021/22 Budget Amendments Debt Service Funds

Sewer Utility Debt Service Fund (494)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	252,585		This action increases the Beginning Fund Balance - Debt Reserve from \$4,663,690 to \$4,916,275 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Reconciliation - Debt Reserve			
Ending Fund Balance - Debt Reserve		252,585	This change to the Ending Fund Balance - Debt Reserve offsets the recommended action above (majority affirmative Council votes required).
	252,585	252,585	

FY 2021/22 Budget Amendments Other Agency Funds

Sports and Open Space Authority Fund (801)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(871)		This action decreases the Unrestricted Beginning Fund Balance from \$14,557 to \$13,686 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Ending Fund Balance - Unrestricted		(871)	(871) This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required) .
	(871)	(871)	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Cemetery Capital Fund (593)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(51,635)		This action decreases the Unrestricted Beginning Fund Balance from \$300,000 to \$248,365 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Sarah E. Fox Mausoleum Repairs Project - Expenditure Carryover Adjustment		(51,635)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$51,635 (from \$300,000 to \$248,365). The revised FY 2021/22 project budget is \$248,365 (majority affirmative Council votes required).
	(51,635)	(51,635)	

Convention Center Capital Fund (865)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(353,759)		This action decreases the Unrestricted Beginning Fund Balance from \$3,500,000 to \$3,146,241 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer From the Public Buildings Capital Fund/Santa Clara Convention Center Condition Assessment Repair project	18,512	18,512	This action establishes a transfer from the Convention Center Condition Assessment Repairs project in the Public Buildings Capital Fund and increases the project budget in the Convention Center Capital Fund. This is to consolidate all Convention Center project funding into one central allocation (five affirmative Council votes required to appropriate additional revenue).
Santa Clara Convention Center Condition Assessment Repair Project - Revenue Carryover Adjustment	477,512		Based on actual FY 2020/21 revenues associated with this project, this action increases the revenue carryover by \$477,512 (from \$0 to \$477,512). This reflects the Convention Center operator capital contributions anticipated to be received in FY 2021/22 (five affirmative Council votes required to appropriate additional revenue).
Santa Clara Convention Center Condition Assessment Repair Project - Expenditure Carryover Adjustment		123,753	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$123,753 (from \$3,500,000 to \$3,623,753). The revised FY 2021/22 project budget is \$3,623,753 (five affirmative Council votes required to appropriate additional revenue).
	142,265	142,265	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	11,472,905		This action increases the Unrestricted Beginning Fund Balance from \$93,325,818 to \$104,798,723 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Other Revenue - Revenue Carryover Adjustment	(3,667,243)		Based on actual FY 2020/21 revenues, this action decreases the revenue carryover by a net \$3,667,243 (from \$25,645,194 to \$21,977,951). The revised FY 2021/22 revenue budget is \$30,997,951 (majority affirmative Council votes required).
Bucks Creek Relicensing - Expenditure Carryover Adjustment		(10,883)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$10,883 (from \$445,000 to \$434,117). The revised FY 2021/22 project budget is \$434,117 (majority affirmative Council votes required).
Clean Energy and Carbon Reduction - Expenditure Carryover Adjustment		21,553	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$21,553 (from \$2,824,798 to \$2,846,351). The revised FY 2021/22 project budget is \$2,846,351 (five affirmative Council votes required for the use of unused balances).
DOT Gas Pipeline Upgrades and Repairs - Expenditure Carryover Adjustment		(2,188)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$2,188 (from \$817,043 to \$814,855). The revised FY 2021/22 project budget is \$1,614,855 (majority affirmative Council votes required).
Electric Vehicle (EV) Charging - Expenditure Carryover Adjustment		(23,604)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$23,604 (from \$1,000,000 to \$976,396). The revised FY 2021/22 project budget is \$1,976,396 (majority affirmative Council votes required).
Electric Yard Buildings and Grounds - Expenditure Carryover Adjustment		(236,160)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$236,160 (from \$1,287,648 to \$1,051,488). The revised FY 2021/22 project budget is \$1,351,488 (majority affirmative Council votes required).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Esperanca Substation - Expenditure Carryover Adjustment		(2,273)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$2,273 (from \$1,727,879 to \$1,725,606). The revised FY 2021/22 project budget is \$1,725,606 (majority affirmative Council votes required).
Fiber Development, Design, and Expansion - Expenditure Carryover Adjustment		137,271	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$137,271 (from \$460,000 to \$597,271). The revised FY 2021/22 project budget is \$1,127,271 (five affirmative Council votes required for the use of unused balances).
Freedom Circle Junction Project - Expenditure Carryover Adjustment		(3,758)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$3,758 (from \$290,546 to \$286,788). The revised FY 2021/22 project budget is \$286,788 (majority affirmative Council votes required).
Generation Capital Maintenance and Betterments - Expenditure Carryover Adjustment		(4,015)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$4,015 (from \$1,500,000 to \$1,495,985). The revised FY 2021/22 project budget is \$1,995,985 (majority affirmative Council votes required).
Homestead Substation Rebuild - Expenditure Carryover Adjustment		(1,577)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$1,577 (from \$1,503,514 to \$1,501,937). The revised FY 2021/22 project budget is \$1,501,937 (majority affirmative Council votes required).
Implementation of Advanced Metering Infrastructure (AMI) - Expenditure Carryover Adjustment		59,250	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$59,250 (from \$4,300,000 to \$4,359,250). The revised FY 2021/22 project budget is \$4,359,250 (five affirmative Council votes required for the use of unused balances).
Install Fairview Substation - Expenditure Carryover Adjustment		2,884,451	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$2,884,451 (from \$2,000,000 to \$4,884,451). The revised FY 2021/22 project budget is \$4,884,451 (five affirmative Council votes required for the use of unused balances).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Major Engine Overhaul and Repair - Expenditure Carryover Adjustment		(4,325,569)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$4,325,569 (from \$7,000,000 to \$2,674,431). The revised FY 2021/22 project budget is \$7,274,431 (majority affirmative Council votes required) .
Memorex Junction Substation - Expenditure Carryover Adjustment		(2,787)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$2,787 (from \$88,000 to \$85,213). The revised FY 2021/22 project budget is \$85,213 (majority affirmative Council votes required) .
Network and Cyber Security Infrastructure - Expenditure Carryover Adjustment		(51,028)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$51,028 (from \$4,671,519 to \$4,620,491). The revised FY 2021/22 project budget is \$4,620,491 (majority affirmative Council votes required) .
New Business Estimate Work - Expenditure Carryover Adjustment		92,937	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$92,937 (from \$0 to \$92,937). The revised FY 2021/22 project budget is \$3,955,437 (five affirmative Council votes required for the use of unused balances) .
Oaks Junction - Expenditure Carryover Adjustment		(2,084)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$2,084 (from \$2,555,132 to \$2,553,048). The revised FY 2021/22 project budget is \$2,553,048 (majority affirmative Council votes required) .
Operations and Planning Technology - Expenditure Carryover Adjustment		(3,019)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$3,019 (from \$1,990,000 to \$1,986,981). The revised FY 2021/22 project budget is \$1,986,921 (majority affirmative Council votes required) .
Parker Substation - Expenditure Carryover Adjustment		(833)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$833 (from \$555,448 to \$554,615). The revised FY 2021/22 project budget is \$554,615 (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Replace Balance of Plant Control System (DCS) - Expenditure Carryover Adjustment		217	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$217 (from \$0 to \$217). The revised FY 2021/22 project budget is \$500,217 (five affirmative Council votes required for the use of unused balances) .
San Tomas Junction - Expenditure Carryover Adjustment		(1,326)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$1,326 (from \$4,148,952 to \$4,147,626). The revised FY 2021/22 project budget is \$5,147,626 (majority affirmative Council votes required) .
Serra Substation Re-Build - Expenditure Carryover Adjustment		1,800,000	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$1,800,000 (from \$1,850,000 to \$3,650,000). The revised FY 2021/22 project budget is \$3,650,000. The remaining project balance of \$2,741,165 will be returned to the unrestricted ending fund balance to fund other projects (five affirmative Council votes required for the use of unused balances) .
Stender Way Junction Substation - Expenditure Carryover Adjustment		(95)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$95 (from \$615 to \$520). The revised FY 2021/22 project budget is \$520 (majority affirmative Council votes required) .
Storm Water Compliance - Expenditure Carryover Adjustment		(76,926)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$76,926 (from \$400,000 to \$323,074). The revised FY 2021/22 project budget is \$323,074 (majority affirmative Council votes required) .
Substation Physical Security Improvements - Expenditure Carryover Adjustment		(5,922)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$5,922 (from \$699,913 to \$693,991). The revised FY 2021/22 project budget is \$693,991 (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transmission and Distribution Capital Maintenance and Betterments - Expenditure Carryover Adjustment		(193,267)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$193,267 (from \$6,000,000 to \$5,906,733). The revised FY 2021/22 project budget is \$8,156,733 (majority affirmative Council votes required) .
Transmission System Reinforcements - Expenditure Carryover Adjustment		1,070,924	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$1,070,924 (from \$8,200,000 to \$9,270,924). The revised FY 2021/22 project budget is \$14,270,924 (five affirmative Council votes required for the use of unused balances) .
Yard Pavement Project - Expenditure Carryover Adjustment		(4,651)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$4,651 (from \$876,975 to \$872,324). The revised FY 2021/22 project budget is \$872,324 (majority affirmative Council votes required) .
Transfer to the Electric Operating Grant Trust Fund		200,082	This action establishes a transfer to the Electric Operating Grant Trust Fund of \$200,082 to return the remaining balance from the Electric Capital Project Management project for unused funds. It returns original funding to the Public Benefits Program Ending Funding Fund Balance (five affirmative Council votes required for the use of unused balances) .
Transfer to the Sewer Utility Fund		186,108	This action establishes a transfer to the Sewer Utility Fund of \$186,108 as a result of savings in the DVR SCR and CO Catalyst Replacement project (five affirmative Council votes required for the use of unused balances) .
Transfer to the Water Utility Fund		186,108	This action establishes a transfer to the Water Utility Fund of \$186,108 as a result of savings in the DVR SCR and CO Catalyst Replacement project (five affirmative Council votes required for the use of unused balances) .
Unrestricted Ending Fund Balance		6,118,726	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required) .
	7,805,662	7,805,662	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Fire Department Capital Fund (536)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(89,030)		This action decreases the Unrestricted Beginning Fund Balance from \$912,767 to \$823,737 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
County Emergency Management Performance Grant - Revenue Carryover Adjustment	15,208		Based on actual FY 2020/21 revenues associated with this project, this action increases the revenue carryover by \$15,208 (from \$0 to \$15,208). This reflects the FY19 Santa Clara County Emergency Management Performance grant reimbursement anticipated to be received in FY 2021/22 (five affirmative Council votes required to appropriate additional revenue).
Diesel Exhaust Removal Systems Project - Expenditure Carryover Adjustment		(81,959)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$81,959 (from \$281,959 to \$200,000). The revised FY 2021/22 project budget is \$200,000 (five affirmative Council votes required for the use of unused balances).
Emergency Operations Center Capital Refurbishment Project - Expenditure Carryover Adjustment		22,692	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$22,692 (from \$0 to \$22,692). The revised FY 2021/22 project budget is \$22,692 (five affirmative Council votes required for the use of unused balances).
Protective Equipment Replacement Project - Expenditure Carryover Adjustment		7,250	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$7,250 (from \$438,295 to \$445,545). The revised FY 2021/22 project budget is \$445,545 (five affirmative Council votes required for the use of unused balances).
Transfer to the General Fund		236	This action establishes a transfer to the General Fund to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		(22,041)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	(73,822)	(73,822)	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

General Government Capital Fund (539)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(685,193)		This action decreases the Unrestricted Beginning Fund Balance from \$9,486,114 to \$8,800,921 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer to the General Fund		460	This action establishes a transfer to the General Fund to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required for the use of unused balances).
CAD/RMS System Replacement Project - Revenue Carryover Adjustment	204,401		Based on actual FY 2020/21 revenues associated with this project, this action increases the revenue carryover by \$204,401 (from \$0 to \$204,401). This reflects grant funding anticipated to be received in FY 2021/22 (five affirmative Council votes required to appropriate additional revenue).
Agenda and Document Management Systems Project - Expenditure Carryover Adjustment		(53,473)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$53,473 (from \$500,000 to \$446,527). The revised FY 2021/22 project budget is \$446,527 (majority affirmative Council votes required).
CAD/RMS System Replacement Project - Expenditure Carryover Adjustment		20,992	This action increases the project budget by a net of \$20,992. The change is a result of a decrease to the carryover of \$81,189 and increase to the budget of \$102,181 to account for the purchase of consoles for the Stadium, which have been reimbursed. The revised FY 2021/22 project budget is \$762,271 (five affirmative Council votes required to appropriate additional revenue).
Computer Replacement Program Project - Expenditure Carryover Adjustment		(10,942)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$10,942 (from \$170,639 to \$159,697). The revised FY 2021/22 project budget is \$309,697 (majority affirmative Council votes required).
Convention Center Repairs and Upgrades Project - Expenditure Carryover Adjustment		64,600	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$64,600 (from \$0 to \$64,600). The revised FY 2021/22 project budget is \$64,600 (five affirmative Council votes required for the use of unused balances).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

General Government Capital Fund (539) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Cyber Security Risk Mitigation Project - Expenditure Carryover Adjustment		(31,324)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$31,324 (from \$102,038 to \$70,714). The revised FY 2021/22 project budget is \$70,714 (majority affirmative Council votes required) .
Downtown Master Plan Implementation Project - Expenditure Carryover Adjustment		(489)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$489 (from \$1,772,489 to \$1,772,000). The revised FY 2021/22 project budget is \$1,802,000 (majority affirmative Council votes required) .
GIS Enterprise System (Geospatial Information System) Project - Expenditure Carryover Adjustment		(199,999)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$199,999 (from \$344,881 to \$144,882). The revised FY 2021/22 project budget is \$444,882 (majority affirmative Council votes required) .
Morse Mansion Rehabilitation Project - Expenditure Carryover Adjustment		(47,236)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$47,236 (from \$72,236 to \$25,000). The revised FY 2021/22 project budget is \$75,000 (majority affirmative Council votes required) .
Office Reconfiguration Project - Expenditure Carryover Adjustment		(17,416)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$17,416 (from \$323,567 to \$306,151). The revised FY 2021/22 project budget is \$306,151 (majority affirmative Council votes required) .
Permit Information System Project - Expenditure Carryover Adjustment		(57,965)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$57,965 (from \$863,718 to \$805,753). The revised FY 2021/22 project budget is \$805,753 (majority affirmative Council votes required) .
Replace Network Equipment Project - Expenditure Carryover Adjustment		(5,959)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$5,959 (from \$936,889 to \$930,930). The revised FY 2021/22 project budget is \$930,930 (majority affirmative Council votes required) .
Utility Management Information System Enhancements Project - Expenditure Carryover Adjustment		(129,769)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$129,769 (from \$1,438,493 to \$1,308,724). The revised FY 2021/22 project budget is \$1,808,724 (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

General Government Capital Fund (539) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Zoning Code Update Project - Expenditure Carryover Adjustment		(12,272)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$12,272 (from \$12,272 to \$0), eliminating the FY 2021/22 project budget (majority affirmative Council votes required).
	(480,792)	(480,792)	

Library Department Capital Fund (537)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(30,746)		This action decreases the Unrestricted Beginning Fund Balance from \$220,854 to \$190,108 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Northside Library Photovoltaic System - Expenditure Carryover Adjustment		(39,993)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$39,993 (from \$39,993 to \$0). The revised FY 2021/22 project budget is \$0 (majority affirmative Council votes required).
Unrestricted Ending Fund Balance		9,247	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	(30,746)	(30,746)	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Parks and Recreation Capital Fund (532)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(540,852)		This action decreases the Unrestricted Beginning Fund Balance from \$17,870,702 to \$17,329,850 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Other Agencies Revenue/Maywood Park Playground	(256,622)	(256,622)	This action decreases the Other Agencies Revenue estimate and the corresponding Maywood Park Playground project appropriation to correct the anticipated amount to be received (majority affirmative Council votes required) .
Mitigation Fee Act Revenue	(479,557)		This action decreases the Mitigation Fee Act Revenue estimate to correct the appropriation from the Mitigation Fee Act Revenue to the Quimby Act Fees (majority affirmative Council votes required) .
Quimby Act Fees	479,557		This action increases the Quimby Act Fees revenue estimate to correct the appropriation from the Mitigation Fee Act Revenue to the Quimby Act Fees (majority affirmative Council votes required) .
Transfer from the General Fund Land Sale Reserve	2,143,117		The Parks and Recreation Capital Fund transfers 25% of the Mitigation Fee Act (MFA) revenue to the General Fund Land Sale Reserve as a loan repayment for the Grant Street Sports Park. The FY 2020/21 budget factored in a loan repayment of \$2,523,654 based on projected MFA revenue, but FY 2020/21 actuals were lower than projected. The true FY 2020/21 loan repayment was \$380,537. This action is a true-up of the variance by increasing the Transfer from the General Fund Land Sale Reserve by \$2,143,117 (five affirmative Council votes required to appropriate additional revenue) .
Bowers Park Roof Replacement - Expenditure Carryover Adjustment		(84,755)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$84,755 (from \$258,500 to \$173,745). The revised FY 2021/22 project budget is \$173,745 (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Parks and Recreation Capital Fund (532) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
FF&E Developer Delivered Parkland - Expenditure Carryover Adjustment		(7,154)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$7,154 (from \$119,000 to \$111,846). The revised FY 2021/22 project budget is \$111,846 (majority affirmative Council votes required) .
Homeridge Park Playground Rehabilitation - Expenditure Carryover Adjustment		50,000	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$50,000 (from \$10,565 to \$60,565). The revised FY 2021/22 project budget is \$60,565 (five affirmative Council votes required for the use of unused balances) .
Montague Park Enhancement - Expenditure Carryover Adjustment		(40,606)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$40,606 (from \$3,718,139 to \$3,677,533). The revised FY 2021/22 project budget is \$3,677,533 (majority affirmative Council votes required) .
Park Impact Fees (Quimby, MFA, Developer) Monitoring Project - Expenditure Carryover Adjustment		(24,471)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$24,471 (from \$902,958 to \$878,487). The revised FY 2021/22 project budget is \$878,487 (majority affirmative Council votes required) .
Park Improvements - Expenditure Carryover Adjustment		(120,633)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$120,633 (from \$373,639 to \$253,006). The revised FY 2021/22 project budget is \$253,006 (majority affirmative Council votes required) .
Parkground Construction - Expenditure Carryover Adjustment		45,000	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$45,000 (from \$45,000 to \$90,000). The revised FY 2021/22 project budget is \$90,000 (five affirmative Council votes required for the use of unused balances) .
Senior Center Gym Equipment - Expenditure Carryover Adjustment		(52,695)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$52,695 (from \$63,146 to \$10,451). The revised FY 2021/22 project budget is \$10,451 (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Parks and Recreation Capital Fund (532) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Youth Soccer Fields & Athletic Facilities Reed & Grant Street - Expenditure Carryover Adjustment		(465,001)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$465,001 (from \$470,607 to \$5,606). The revised FY 2021/22 project budget is \$5,606 (majority affirmative Council votes required).
Transfer to the General Fund		9,494	This action establishes a transfer to the General Fund to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		2,293,086	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	1,345,643	1,345,643	

Public Buildings Capital Fund (538)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(39,247)		This action decreases the Unrestricted Beginning Fund Balance from \$3,576,601 to \$3,537,354 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Hazardous Material Management for Soil and Groundwater on City Properties - Expenditure Carryover Adjustment		(1,363)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$1,363 (from \$177,505 to \$176,142). The revised FY 2021/22 project budget is \$176,142 (majority affirmative Council votes required).
HVAC Chiller Unit - Expenditure Carryover Adjustment		(9,451)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$9,451 (from \$48,574 to \$39,123). The revised FY 2021/22 project budget is \$39,123 (majority affirmative Council votes required).
Repair to Historic Buildings - Expenditure Carryover Adjustment		(64,446)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$64,446 (from \$386,495 to \$322,049). The revised FY 2021/22 project budget is \$422,049 (majority affirmative Council votes required).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Public Buildings Capital Fund (538) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Repairs-Modifications to City Buildings - Expenditure Carryover Adjustment		(13,948)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$13,948 (from \$240,396 to \$226,448). The revised FY 2021/22 project budget is \$376,448 (majority affirmative Council votes required) .
Stationary Standby Generators - Expenditure Carryover Adjustment		(15,923)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$15,923 (from \$1,223,601 to \$1,207,678). The revised FY 2021/22 project budget is \$1,207,678 (majority affirmative Council votes required) .
Triton Museum Repair and Modifications - Expenditure Carryover Adjustment		(5,301)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$5,301 (from \$57,505 to \$52,204). The revised FY 2021/22 project budget is \$87,204 (majority affirmative Council votes required) .
Transfer to the Convention Center Capital Fund		18,512	This action establishes a transfer to the Convention Center Capital Fund for the remaining balance of the Convention Center Condition Assessment Repairs project. This action consolidates all Convention Center project funding into one central allocation (five affirmative Council votes required to appropriate additional revenue) .
Transfer to the General Fund		1,184	This action establishes a transfer to the General Fund to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required for the use of unused balances) .
Transfers to the General Fund - Capital Project Reserve		51,489	This action establishes a transfer to the General Fund Capital Projects Reserve to return capital project savings for Building Security Upgrade (\$50,555) and City Hall Security & Key System Upgrade (\$934) projects that were originally funded by the General Fund (five affirmative Council votes required for the use of unused balances) .
	(39,247)	(39,247)	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Recycled Water Capital Fund (597)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	547,937		This action increases the Unrestricted Beginning Fund Balance from \$1,378,477 to \$1,926,414 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Unrestricted Ending Fund Balance		547,937	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	547,937	547,937	

Related Santa Clara Developer Fund (540)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(1,220,432)		This action decreases the Unrestricted Beginning Fund Balance from \$3,000 to (\$1,217,432) as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Related Other Development Services - Revenue Carryover Adjustment	1,166,044		Based on actual FY 2020/21 revenues associated with this project, this action increases the revenue carryover by \$1,166,004 (from \$0 to \$1,166,044). This reflects developer contributions to be received in FY 2021/22 for activity at the end of FY 2020/21 (five affirmative Council votes required to appropriate additional revenue).
Related Other Development Services - Expenditure Carryover Adjustment		(54,388)	Based on actual FY 2020/21 expenditures associated with this project, this action decreases the expenditure carryover by \$54,388 (from \$684,736 to \$641,455). The revised project budget is \$630,348 (majority affirmative Council votes required).
	(54,388)	(54,388)	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Sewer Utility Capital Fund (594)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	4,873,027		This action increases the Unrestricted Beginning Fund Balance from \$56,605,272 to \$61,478,299 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer From the Public Works Capital Projects Management Fund	43,508		This action establishes a transfer from the Public Works Capital Projects Management Fund which reflects project savings that were funded through the Sewer Utility Capital Fund (five affirmative Council votes required to appropriate additional revenue).
Sanitary Sewer Capacity Improvements Project - Expenditure Carryover Adjustment		(114,151)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$114,151 (from \$18,841,078 to \$18,726,927). The revised FY 2021/22 project budget is \$22,765,534 (majority affirmative Council votes required).
Sanitary Sewer System Improvements Project - Expenditure Carryover Adjustment		604,218	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$604,218 (from \$2,968,974 to \$3,573,192). The revised FY 2021/22 project budget is \$6,205,521 (five affirmative Council votes required for the use of unused balances).
Walsh Avenue at San Tomas Aquino Creek Sanitary Sewer Siphon Project - Expenditure Carryover Adjustment		750,000	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$750,000 (from \$0 to \$750,000). The revised FY 2021/22 project budget is \$750,000 (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		3,676,468	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	4,916,535	4,916,535	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Solid Waste Capital Fund (596)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	131,550		This action increases the Unrestricted Beginning Fund Balance from \$591,328 to \$722,878 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Beginning / Ending Fund Balance Reconciliation - Landfill Correction Action Costs Reserve	(235,404)	(235,404)	This action decreases the Landfill Correction Action Costs Reserve from \$436,503 to \$201,099 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Sanitary Landfill Development - Post Closure Project - Expenditure Carryover Adjustment		174,826	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$174,826 (from \$0 to \$174,826). The revised FY 2021/22 project budget is \$798,526 (five affirmative Council votes required for the use of unused balances).
Ending Fund Balance - Unrestricted		(43,276)	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	(103,854)	(103,854)	

Storm Drain Capital Fund (535)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(446,318)		This action decreases the Unrestricted Beginning Fund Balance from \$3,692,175 to \$3,245,858 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Transfer from the General Fund	8,242		Based on actual Storm Drain Charges for Services revenue received (\$1,451,758), this action establishes a transfer from the General Fund of \$8,242 to return the excess initial transfer from the Storm Drain Fund to the General Fund (\$1,460,000) (five affirmative Council votes required to appropriate additional revenue).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Storm Drain Capital Fund (535) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Lafayette St. Underpass at Subway Pump Station - Expenditure Carryover Adjustment		(33,056)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$33,056 (from \$43,532 to \$10,476). The revised FY 2021/22 project budget is \$10,476 (majority affirmative Council votes required) .
Laurelwood Pump Station Rehabilitation Project - Expenditure Carryover Adjustment		(50,000)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$50,000 (from \$1,477,534 to \$1,427,534). The revised FY 2021/22 project budget is \$1,427,534 (majority affirmative Council votes required) .
SDPS Motor and Control Maintenance, Repair, and Replacement Project - Expenditure Carryover Adjustment		(126,112)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$126,112 (from \$521,593 to \$395,481). The revised FY 2021/22 project budget is \$584,481 (majority affirmative Council votes required) .
Storm Drain Pump Station Facility Maintenance & Repair - Expenditure Carryover Adjustment		11,018	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$11,018 (from \$100,570 to \$111,588). The revised FY 2021/22 project budget is \$111,588 (five affirmative Council votes required for the use of unused balances) .
Storm Drain Slide Gate Rehabilitation - Expenditure Carryover Adjustment		(378,817)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$378,817 (from \$390,000 to \$11,183). The revised FY 2021/22 project budget is \$11,183 (majority affirmative Council votes required) .
Transfer to the General Fund		2,713	This action establishes a transfer to the General Fund to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required for the use of unused balances) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Storm Drain Capital Fund (535) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the General Fund - Capital Project Reserve		93,421	This action establishes a transfer to the General Fund - Capital Projects Reserve to return capital project savings for the Westside Retention Basin Pump Replacement Project that was originally funded by the General Fund - Capital Projects Reserve (five affirmative Council votes required for the use of unused balances) .
Unrestricted Ending Fund Balance		42,757	This change to the Ending Fund Balance offsets the recommended actions above (five affirmative Council votes required for the use of unused balances) .
	(438,076)	(438,076)	

Street Lighting Capital Fund (534)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	8,467		This action increases the Beginning Fund Balance from \$6,163,105 to \$6,171,573 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required)
Reconciliation - Unrestricted			
Great America Street Light Replacement Project - Expenditure Carryover Adjustment		(11,817)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$11,817 (from \$4,071,374 to \$4,059,557). The revised FY 2021/22 project budget is \$4,059,557 (majority affirmative Council votes required) .
Miscellaneous Street Lighting Project - Expenditure Carryover Adjustment		(5,745)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$5,745 (from \$1,716,815 to \$1,711,070). The revised FY 2021/22 project budget is \$1,711,070 (majority affirmative Council votes required) .
Miscellaneous Street Lighting Project - Expenditure Carryover Adjustment		(13,333)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$13,333 (from \$161,316 to \$147,983). The revised FY 2021/22 project budget is \$147,983 (majority affirmative Council votes required) .
Ending Fund Balance		39,362	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required) .
	8,467	8,467	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(9,138,616)		This action decreases the Unrestricted Beginning Fund Balance from \$30,457,245 to \$21,318,629 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Other Agencies Revenue - Revenue Carryover Adjustment	(624,590)		Based on actual FY 2020/21 revenues, this action decreases the revenue carryover by \$624,590 (from \$17,797,386 to \$17,172,796). The revised FY 2021/22 revenue budget is \$24,219,399 (majority affirmative Council votes required).
Other Revenue - Revenue Carryover Adjustment	(1,300,000)		Based on actual FY 2020/21 revenues, this action decreases the revenue carryover by \$1,300,000 (from \$1,595,000 to \$295,000). The revised FY 2021/22 revenue budget is \$590,000 (majority affirmative Council votes required).
State Revenues - Revenue Carryover Adjustment	(350,000)		Based on actual FY 2020/21 revenues, this action decreases the revenue carryover by \$350,000 (from \$371,591 to \$21,591). The revised FY 2021/22 revenue budget is \$871,591 (majority affirmative Council votes required).
Transfer from the Gas Tax Fund	1,464,436		This action increases the transfer from the Gas Tax Fund in the amount of \$1,464,436 to help partially fund the Annual Street Maintenance and Rehabilitation Program project. Savings from the Annexed Neighborhood Street Improvements project were returned to the Gas Tax fund in the April Monthly Financial Report (RTC 21-815 approved by Council June 22, 2021). This action transfers those savings to use Gas Tax funding for the Annual Street Maintenance and Rehabilitation Program project instead of the fund balance. The offsetting action is an increase to the Unrestricted Ending Fund Balance since the Annual Street Maintenance and Rehabilitation Program project already includes the \$1.4 million in the expense budget (five affirmative Council votes required to appropriate additional revenue).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transfer from the Traffic Mitigation Fund	202,451		This action establishes a transfer from the Traffic Mitigation Fund that funded the closed Intersection Improvements - El Camino Real at San Tomas Expressway - Phase "B" project (five affirmative Council votes required to appropriate additional revenue).
Agnew Road At-Grade Crossing - Expenditure Carryover Adjustment		(189)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$189 (from \$565,967 to \$565,778). The revised FY 2021/22 project budget is \$565,778 (majority affirmative Council votes required).
Annual Curb Ramp Installation - Expenditure Carryover Adjustment		(48,488)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$48,488 (from \$300,000 to \$251,512). The revised FY 2021/22 project budget is \$551,512 (majority affirmative Council votes required).
Annual Street Maintenance and Rehabilitation Program - Expenditure Carryover Adjustment		(7,134,138)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$7,134,138 (from \$9,582,311 to \$2,448,173). The revised FY 2021/22 project budget is \$8,907,884 (majority affirmative Council votes required).
Changeable Message Signs		(350,000)	This action decreases the project carryover by \$350,000 (from \$3,756,728 to \$3,406,728). Funding for this portion of the project has not been secured from Mission College, so this action aligns the budget and scope with the current available funding for the project. The revised FY 2021/22 project budget is \$3,406,728. An offsetting reduction to the Other Revenue carryforward is also recommended in this fund (majority affirmative Council votes required).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Citywide Accessible Pedestrian Signal Installation		(188,377)	This action eliminates the project carryover by decreasing it by \$188,377 which will eliminate the FY 2021/22 project budget. This project was created for the replacement of existing pedestrian push buttons and audible pedestrian traffic signals with new standard Americans with Disabilities Act (ADA) compliant traffic signals. The project's scope of work is recommended to be incorporated into the Traffic Signal Enhancements project. The eliminated carryforward amount of \$188,377 will be used to increase Traffic Signal Enhancements project (majority affirmative Council votes required) .
HAWK Beacon Scott @ Harrison - Expenditure Carryover Adjustment		(3,390)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$3,390 (from \$657,629 to \$654,239). The revised FY 2021/22 project budget is \$654,239 (majority affirmative Council votes required) .
Lick Mill East River HAWK Installation - Expenditure Carryover Adjustment		(359)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$359 (from \$83,995 to \$83,636). The revised FY 2021/22 project budget is \$83,636 (majority affirmative Council votes required) .
MCB/GAP Intersection Improvement Project - Expenditure Carryover Adjustment		(3,112,527)	This action decreases the project budget by a net \$3,112,527. The change is based on an decrease of the carryover in the amount of \$56,441 based on actual FY 2020/21 expenditure and a decrease of \$3,056,086. The decrease of \$3,056,086 is to align the project budget with updated revenue estimates. As revenue is secured for the project, the project budget may be restored in a future budget action. The revised FY 2021/22 project budget is \$2,657,753 (majority affirmative Council votes required) .
Neighborhood Traffic Calming - Expenditure Carryover Adjustment		(66,763)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$66,763 (from \$347,776 to \$281,013). The revised FY 2021/22 project budget is \$531,013 (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Pedestrian and Bicycle Enhancement Facilities		(170,673)	This action decreases the project carryover by a net of \$170,673. The change is based on an increase of the carryover in the amount of \$5,327 (from \$1,376,174 to \$1,381,501) based on actual FY 2020/21 expenditure and a decrease of the budget in the amount of \$176,000 to fund the Benton Bicycle Lanes project instead of funding from the fund balance. As the Benton Bicycle Lanes project expenditure budget already includes the \$176,000 cost, an offsetting action to increase the Unrestricted Ending Fund Balance is included. The revised FY 2021/22 project budget is \$2,405,501 (majority affirmative Council votes required).
Pedestrian Crosswalk Sensors		(300,000)	This action eliminates the project carryover by reducing it by \$300,000 which will eliminate the FY 2021/22 project budget. This project was created for the installation of pedestrian crosswalk sensors to improve safety for pedestrians by allowing extending crossing intervals for slower users. Sensors are to be installed at a limited amount of locations such as intersections along Great America Parkway, Tasman Drive, Homestead Road, El Camino Real, and Stevens Creek Boulevard. The project's scope of work is recommended to be incorporated into the Traffic Signal Enhancements project. The eliminated carryforward amount of \$300,000 will be used to increase Traffic Signal Enhancements project (majority affirmative Council votes required).
Pepper Tree Neighborhood Traffic Calming Study - Expenditure Carryover Adjustment		1,310	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$1,310 (from \$89,745 to \$91,055). The revised FY 2021/22 project budget is \$91,055 (five affirmative Council votes required for the use of unused balances).
Pruneridge Ave. Campbell Street Plan - Expenditure Carryover Adjustment		(90,723)	Based on actual FY 2020/21 expenditures, this action eliminates the project carryover by decreasing it by \$90,723 which will eliminate the FY 2021/22 project budget (majority affirmative Council votes required).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Public Right-of-Way ADA Improvements		1,843,111	This action increases the project budget by a net of \$1,843,111. The change is based on a decrease of the carryover in the amount of \$64,889 based on actual FY 2020/21 expenditure and an increase of the budget in the amount of \$1,908,000. A transfer from the General Fund - Capital Projects Reserve is included to offset the \$1.9 million to the Public Right-of-Way ADA Improvements Project (increase the total project from \$10.75 million to \$12.7 million) based on updated project costs estimates. In 2020, the City entered into a settlement agreement based on litigation that requires the City to perform improvements in the public right-of-way to remove barriers to accessibility under the Americans with Disabilities Act. The revised FY 2021/22 project budget is \$11,740,216 The project is anticipated to go to bid and awarded in FY 2021/22 (five affirmative Council votes required for the use of unused balances) .
Transfer from the General Fund - Capital Projects Reserve	1,908,000		This action recognizes a transfer from the General Fund - Capital Project Reserve in the amount of \$1.9 million to the Public Right-of-Way ADA Improvements Project (increase the total project from \$10.75 million to \$12.7 million) based on updated project costs estimates. In 2020, the City entered into a settlement agreement based on litigation that requires the City to perform improvements in the public right-of-way to remove barriers to accessibility under the Americans with Disabilities Act (five affirmative Council votes required to appropriate additional revenue) .
Saratoga Creek Trail (Homeridge Park to Central Park) - Expenditure Carryover Adjustment		(4,325)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$4,325 (from \$4,221,875 to \$4,217,550). The revised FY 2021/22 project budget is \$6,242,550 (majority affirmative Council votes required) .
Scott Boulevard Signal Timing - Expenditure Carryover Adjustment		(40)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$40 (from \$67,230 to \$67,190). The revised FY 2021/22 project budget is \$67,190 (majority affirmative Council votes required) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Scott Boulevard Signal Timing Phase II - Expenditure Carryover Adjustment		(77,638)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$77,638 (from \$165,500 to \$87,862). The revised FY 2021/22 project budget is \$87,862 (majority affirmative Council votes required).
Sidewalk, Curb and Gutter Repair - Expenditure Carryover Adjustment		(253,210)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$253,210 (from \$283,652 to \$30,442). The revised FY 2021/22 project budget is \$410,442 (majority affirmative Council votes required).
Traffic Signal Enhancements		487,639	This action increases the project budget by a net of \$487,639. The change in budget is a result of a decrease in carryforward of \$738, and increases to the budget of \$188,377 and \$300,000 from reallocated funding from the Citywide Accessible Pedestrian Signal Installation and Pedestrian Crosswalk Sensors projects, respectively. The scope of work for both projects will be incorporated into the Traffic Signal Enhancements project. The revised FY 2021/22 project budget is \$595,118 (five affirmative Council votes required for the use of unused balances).
Traffic Signal Management Software Upgrade - Expenditure Carryover Adjustment		43,653	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$43,653 (from \$1,135,271 to \$1,178,924). The revised FY 2021/22 project budget is \$1,531,994 (five affirmative Council votes required for the use of unused balances).
Traffic Studies and Signal Needs Assessment/Upgrade - Expenditure Carryover Adjustment		(67,930)	Based on actual FY 2020/21 expenditures, this action decreases the project carryover by \$67,930 (from \$159,736 to \$91,806). The revised FY 2021/22 project budget is \$191,806 (majority affirmative Council votes required).

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Tree Replacement		5,076	Based on actual FY 2020/21 revenues, this action increases the project budget by \$5,076 to reconcile impact fees collected and appropriate to the Tree Replacement project, which supplements the procurement and planting of new City street trees. The revised FY 2021/22 project budget is \$14,757 (five affirmative Council votes required for the use of unused balances) .
Transfer to the Gas Tax Fund		207,867	This action establishes a transfer to the Gas Tax Fund of \$207,867 from the Streets and Highways Capital Fund as a result of savings from the Lick Mill Blvd Signal Timing (\$51,669), Homestead Road Signal Timing (\$62,345), Traffic Signal Installation – Pruneridge Ave/Cronin Dr Intersection (\$27,467), and SRTS Pedestrian Infrastructure Improvements projects (\$66,386) (five affirmative Council votes required for the use of unused balances) .
Transfer to the General Fund		18,582	This action establishes a transfer to the General Fund from the Streets and Highways Capital Fund in the amount of \$18,582 to return capital project savings in the PW Capital Projects Management allocation that was originally funded by the General Fund (five affirmative Council votes required for the use of unused balances) .
Transfer to the General Fund - Capital Projects Reserve		26,144	This action establishes a transfer to the General Fund - Capital Projects Reserve of \$26,144 from the Streets and Highways Capital Fund as a result of savings from the Public Right-of-Way Landscaping Improvement project that was originally funded by the General Fund (five affirmative Council votes required for the use of unused balances) .

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the Traffic Fair Share Fund		15,000	This action establishes a transfer to the Traffic Fair Share Fund of \$15,000 from the Streets and Highways Capital Fund as a result of savings from the Lawrence Grade Separation project that was originally funded by the Traffic Fair Share Fund (five affirmative Council votes required for the use of unused balances) .
Transfer to the Traffic Mitigation Fund		28,500	This action establishes a transfer to the Traffic Mitigation Fund of \$28,500 from the Streets and Highways Capital Fund as a result of savings from the Scott-Benton Traffic Signal Timing project that was originally funded by the Traffic Mitigation Fund (five affirmative Council votes required for the use of unused balances) .
Unrestricted Ending Fund Balance		1,353,569	This change to the Ending Fund Balance offsets the recommended actions above (five affirmative Council votes required for the use of unused balances) .
	<u>(7,838,319)</u>	<u>(7,838,319)</u>	

Tasman East Infrastructure Improvement Fund (541)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	4,836		This action increases the Unrestricted Beginning Fund Balance from \$0 to \$4,836 as a result of FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required) .
Tasman East Administration - Expenditure Carryover Adjustment		4,836	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$4,836 (from \$0 to \$4,836). The revised FY 2021/22 project budget is \$28,593 (five affirmative Council votes required for the use of unused balances) .
	<u>4,836</u>	<u>4,836</u>	

FY 2021/22 Budget Amendments Capital Improvement Program Funds

Water Utility Capital Fund (592)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	5,131,469		This action increases the Unrestricted Beginning Fund Balance from \$13,003,093 to \$18,134,562 as a result of the FY 2020/21 year-end actuals reconciliation (majority affirmative Council votes required).
Asset Management Program Project - Expenditure Carryover Adjustment		500,000	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$500,000 (from \$1,000,000 to \$1,500,000). The revised FY 2020/21 project budget is \$1,650,000 (five affirmative Council votes required for the use of unused balances).
Distribution System Replacement/Restoration Project - Expenditure Carryover Adjustment		1,000,000	Based on actual FY 2020/21 expenditures, this action increases the project carryover by \$1,000,000 (from \$0 to \$1,000,000). The revised FY 2020/21 project budget is \$3,000,000 (five affirmative Council votes required for the use of unused balances).
Unrestricted Ending Fund Balance		3,631,469	This change to the Ending Fund Balance offsets the recommended actions above (majority affirmative Council votes required).
	5,131,469	5,131,469	

Summary of Other Funds Performance

Special Revenue Fund Revenue FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Bridge Maintenance District #2 Fund	0	93,197	93,197	100.0%
Building Special Programs and Training Fund	44,995	69,376	24,381	54.2%
City Affordable Housing Fund	8,287,703	2,691,072	(5,596,631)	-67.5%
Community Facilities District No. 2019-1 (Lawrence Station) Fund	197,252	195,280	(1,972)	-1.0%
Convention Center Maintenance District Fund	1,698,119	1,707,470	9,351	0.6%
Downtown Parking Maintenance District Fund	169,771	163,788	(5,983)	-3.5%
Endowment Care Fund	108,000	222,753	114,753	106.3%
Engineering Operating Grant Trust Fund	645,866	216,287	(429,579)	-66.5%
Expendable Trust Fund	1,089,383	811,461	(277,922)	-25.5%
Fire Operating Grant Trust Fund	599,659	61,634	(538,025)	-89.7%
Gas Tax Fund	5,176,876	5,158,518	(18,358)	-0.4%
Housing and Urban Development Fund	5,289,384	3,072,574	(2,216,810)	-41.9%
Housing Authority Fund	5,485,000	356,607	(5,128,393)	-93.5%
Housing Successor Agency Fund	12,181,000	13,202,257	1,021,257	8.4%
Library Donations Trust Fund	0	0	0	N/A
Library Operating Grant Trust Fund	148,068	90,058	(58,010)	-39.2%
Other City Departments Operating Grant Trust Fund	4,937,339	4,927,668	(9,671)	-0.2%
Parks and Recreation Operating Grant Trust Fund	372,563	357,132	(15,431)	-4.1%
Perpetual Care Fund	500	550	50	10.0%
Police Operating Grant Trust Fund	906,080	736,458	(169,622)	-18.7%
Prefunded Plan Review Fund	834,734	411,861	(422,873)	-50.7%
Public Donations Fund	89,712	92,188	2,476	2.8%
Public, Educational, and Governmental Fee Fund	150,000	234,050	84,050	56.0%
Road Maintenance Rehabilitation (SB1) Fund	2,225,000	2,400,529	175,529	7.9%
Traffic Fair Share Fund	7,941,970	778,210	(7,163,760)	-90.2%
Traffic Mitigation Fee Fund	4,252,991	3,420,049	(832,942)	-19.6%
Total	62,831,965	41,377,830	(21,454,135)	-34.1%

**Special Revenue Fund Expenditures
FY 2020/21 Final Budget vs. Actual by Fund**

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Bridge Maintenance District #2 Fund	140,000	140,000	0	0.0%
Building Special Programs and Training Fund	92,995	95,147	(2,152)	-2.3%
City Affordable Housing Fund	14,316,052	2,239,583	12,076,469	84.4%
Community Facilities District No. 2019-1 (Lawrence Station) Fund	157,802	65,566	92,236	58.5%
Convention Center Maintenance District Fund	1,734,612	1,245,462	489,150	28.2%
Downtown Parking Maintenance District Fund	199,328	131,081	68,247	34.2%
Endowment Care Fund	18,000	25,537	(7,537)	-41.9%
Engineering Operating Grant Trust Fund	369,412	363,807	5,605	1.5%
Expendable Trust Fund	1,833,334	375,730	1,457,604	79.5%
Fire Operating Grant Trust Fund	660,645	403,638	257,007	38.9%
Gas Tax Fund	3,610,356	3,610,356	0	0.0%
Housing and Urban Development Fund	6,037,313	4,947,764	1,089,549	18.0%
Housing Authority Fund	7,287,273	247,716	7,039,557	96.6%
Housing Successor Agency Fund	22,811,614	12,577,085	10,234,529	44.9%
Library Donations Trust Fund	179,733	0	179,733	100.0%
Library Operating Grant Trust Fund	195,381	108,841	86,540	44.3%
Other City Departments Operating Grant Trust Fund	4,663,223	4,487,679	175,544	3.8%
Parks and Recreation Operating Grant Trust Fund	396,502	283,917	112,585	28.4%
Perpetual Care Fund	500	550	(50)	-10.0%
Police Operating Grant Trust Fund	2,470,147	866,615	1,603,532	64.9%
Prefunded Plan Review Fund	834,734	1,004,507	(169,773)	-20.3%
Public Donations Fund	485,899	26,343	459,556	94.6%
Public, Educational, and Governmental Fee Fund	81,756	58,845	22,911	28.0%
Road Maintenance Rehabilitation (SB1) Fund	2,100,000	2,100,000	0	0.0%
Traffic Fair Share Fund	0	0	0	N/A
Traffic Mitigation Fee Fund	2,003,500	2,003,500	0	0.0%
Total	72,540,111	37,269,269	35,270,842	48.6%

Summary of Other Funds Performance

Enterprise Fund Revenue FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Fund	1,390,269	1,444,562	54,293	3.9%
Convention Center Enterprise Fund	21,912,206	650,606	(21,261,600)	-97.0%
Electric Grant Operating Trust Fund	35,249,306	35,708,758	459,452	1.3%
Electric Utility Fund	493,182,087	497,904,492	4,722,405	1.0%
Sewer Utility Fund	68,505,742	65,035,938	(3,469,804)	-5.1%
Solid Waste Fund	32,242,659	27,585,212	(4,657,447)	-14.4%
Water Recycling Fund	7,384,241	5,966,922	(1,417,319)	-19.2%
Water Utility Fund	57,251,535	52,420,557	(4,830,978)	-8.4%
Total	717,118,045	686,717,047	(30,400,998)	-4.2%

Enterprise Fund Expenditures FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Fund	1,411,143	1,335,730	75,413	5.3%
Convention Center Enterprise Fund	20,974,581	3,578,020	17,396,561	82.9%
Electric Grant Operating Trust Fund	34,777,269	22,496,547	12,280,722	35.3%
Electric Utility Fund	482,143,515	447,234,700	34,908,815	7.2%
Sewer Utility Fund	62,864,887	61,222,920	1,641,967	2.6%
Solid Waste Fund	34,695,983	31,537,819	3,158,164	9.1%
Water Recycling Fund	6,740,317	6,457,368	282,949	4.2%
Water Utility Fund	53,823,361	48,934,712	4,888,649	9.1%
Total	697,431,056	622,797,816	74,633,240	10.7%

Summary of Other Funds Performance

Internal Service Fund Revenue FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Communication Acquisitions Fund	536,853	536,853	0	0.0%
Fleet Operations Fund	4,819,976	4,728,268	(91,708)	-1.9%
Information Technology Services Fund	11,674,254	11,674,254	0	0.0%
Public Works Capital Projects Management Fund	3,821,799	3,821,799	0	0.0%
Special Liability Insurance Fund	7,277,538	7,424,082	146,544	2.0%
Workers' Compensation Fund	5,572,738	5,900,488	327,750	5.9%
Unemployment Insurance Fund	774,066	667,577	(106,489)	-13.8%
Vehicle Replacement Fund	3,740,289	3,404,618	(335,671)	-9.0%
Total	38,217,513	38,157,939	(59,574)	-0.2%

Internal Service Fund Expenditures FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Communication Acquisitions Fund	536,853	338,465	198,388	37.0%
Fleet Operations Fund	4,946,030	4,471,320	474,710	9.6%
Information Technology Services Fund	13,575,191	12,867,518	707,673	5.2%
Public Works Capital Projects Management Fund	4,100,306	3,922,304	178,002	4.3%
Special Liability Insurance Fund	14,377,360	12,937,524	1,439,836	10.0%
Workers' Compensation Fund	5,572,738	4,011,178	1,561,560	28.0%
Unemployment Insurance Fund	1,000,000	757,947	242,053	24.2%
Vehicle Replacement Fund	5,712,656	5,202,438	510,218	8.9%
Total	49,821,134	44,508,694	5,312,440	10.7%

Summary of Other Funds Performance

Debt Service Fund Revenue FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Electric Utility Debt Service Fund	13,655,211	13,736,728	81,517	0.6%
Public Facilities Financing Corporation Fund	2,505,844	2,500,647	(5,197)	-0.2%
Sewer Utility Debt Service Fund	1,432,799	1,432,799	0	0.0%
Total	17,593,854	17,670,174	76,320	0.4%

Debt Service Fund Expenditures FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Electric Utility Debt Service Fund	13,551,379	11,801,951	1,749,428	12.9%
Public Facilities Financing Corporation Fund	2,505,844	2,502,457	3,387	0.1%
Sewer Utility Debt Service Fund	1,432,799	1,180,215	252,584	17.6%
Total	17,490,022	15,484,623	2,005,399	11.5%

Summary of Other Funds Performance

Other Agency Fund Revenue FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Sports and Open Space Authority Fund	1,000	267	(733)	-73.3%
Total	1,000	267	(733)	-73.3%

Other Agency Fund Expenditures FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Sports and Open Space Authority Fund	9,540	9,989	(449)	-4.7%
Total	9,540	9,989	(449)	-4.7%

Summary of Other Funds Performance

Capital Improvement Program Fund Revenue FY 2020/21 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Capital Fund	300,000	300,000	0	0.0%
Convention Center Capital Fund	4,334,920	3,857,408	(477,512)	-11.0%
Electric Utility Capital Fund	61,310,957	36,655,865	(24,655,092)	-40.2%
Fire Department Capital Fund	397,004	290,796	(106,208)	-26.8%
General Government Capital Fund	4,290,889	4,098,669	(192,220)	-4.5%
Library Department Capital Fund	128,058	128,058	0	0.0%
Parks and Recreation Capital Fund	16,188,188	4,398,469	(11,789,719)	-72.8%
Public Buildings Capital Fund	1,968,801	1,968,801	0	0.0%
Recycled Water Capital Fund	550,000	550,000	0	0.0%
Related Santa Clara Developer Fund	3,293,143	1,324,509	(1,968,634)	-59.8%
Sewer Utility Capital Fund	37,299,379	46,796,471	9,497,092	25.5%
Solid Waste Capital Fund	745,459	753,500	8,041	1.1%
Storm Drain Capital Fund	5,949,447	5,978,342	28,895	0.5%
Street Lighting Capital Fund	125,000	168,402	43,402	34.7%
Streets and Highways Capital Fund	45,285,809	22,399,526	(22,886,283)	-50.5%
Tasman East Infrastructure Improvement Fund	175,757	175,757	0	0.0%
Water Utility Capital Fund	4,610,000	4,824,312	214,312	4.6%
Total	186,952,811	134,668,885	(52,283,926)	-28.0%

**Capital Improvement Program Fund Expenditures
FY 2020/21 Final Budget vs. Actual by Fund**

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Capital Fund	300,000	51,635	248,365	82.8%
Convention Center Capital Fund	4,334,920	711,167	3,623,753	83.6%
Electric Utility Capital Fund	180,785,816	57,642,030	123,143,786	68.1%
Fire Department Capital Fund	1,225,482	386,537	838,945	68.5%
General Government Capital Fund	16,800,813	7,807,672	8,993,141	53.5%
Library Department Capital Fund	339,285	149,177	190,108	56.0%
Parks and Recreation Capital Fund	24,110,596	11,988,963	12,121,633	50.3%
Public Buildings Capital Fund	11,922,553	8,385,199	3,537,354	29.7%
Recycled Water Capital Fund	550,000	2,063	547,937	99.6%
Related Santa Clara Developer Fund	2,949,540	2,215,947	733,593	24.9%
Sewer Utility Capital Fund	68,880,576	42,024,327	26,856,249	39.0%
Solid Waste Capital Fund	736,721	561,895	174,826	23.7%
Storm Drain Capital Fund	13,377,484	10,227,782	3,149,702	23.5%
Street Lighting Capital Fund	6,103,372	184,762	5,918,610	97.0%
Streets and Highways Capital Fund	75,973,704	34,932,036	41,041,668	54.0%
Tasman East Infrastructure Improvement Fund	175,757	170,921	4,836	2.8%
Water Utility Capital Fund	19,858,782	12,908,243	6,950,539	35.0%
Total	428,425,401	190,350,356	238,075,045	55.6%

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
General Fund								
1	General Fund	Budget Stabilization Reserve	57,542,800	56,805,262	(737,538)	53,905,631	53,915,631	10,000
1	General Fund	Capital Projects Reserve	5,280,801	5,335,223	54,422	4,248,758	5,000,234	751,476
1	General Fund	Reserve for Programmed Capital Projects	11,038,674	11,038,674	0	3,151,081	3,151,081	0
1	General Fund	Building Inspection Reserve	18,013,097	17,939,108	(73,989)	0	0	0
1	General Fund	Advanced Planning Fee Reserve	741,694	741,694	0	741,694	1,415,605	673,911
1	General Fund	Technology Fee Reserve	971,771	1,367,900	396,129	1,078,241	1,474,370	396,129
1	General Fund	Land Sale Reserve	21,735,481	24,120,766	2,385,285	23,381,324	23,623,492	242,168
1	General Fund	Pension Stabilization Reserve	21,597,338	23,978,108	2,380,770	21,597,338	23,978,108	2,380,770
1	General Fund	Historical Preservation Reserve	90,096	91,402	1,306	90,096	91,402	1,306
1	General Fund	Unrestricted Fund Balance	264,273	9,069,610	8,805,337	0	0	0

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
Special Revenue Funds								
463	Bridge Maintenance District #2 Fund	Unrestricted Fund Balance	113,396	132,965	19,569	113,396	132,965	19,569
220	Building Special Programs and Training Fund	CASp Reserve	60,486	35,584	(24,902)	60,486	35,584	(24,902)
220	Building Special Programs and Training Fund	Seismic Admin Reserve - Restricted	100,000	52,036	(47,964)	114,000	66,036	(47,964)
220	Building Special Programs and Training Fund	Building Standard Reserve - Restricted	49,400	90,671	41,271	53,800	95,071	41,271
165	City Affordable Housing Fund	Unrestricted Fund Balance	2,282,330	8,759,602	6,477,272	1,508,219	3,985,491	2,477,272
27	Community Facilities District No. 2019-1 Fund	Capital Reserve	62,960	62,566	(394)	138,225	128,862	(9,363)
27	Community Facilities District No. 2019-1 Fund	Unrestricted Fund Balance	175,563	181,579	6,016	189,827	159,966	(29,861)
26	Convention Center Maintenance District Fund	Unrestricted Fund Balance	70,602	569,103	498,501	70,602	0	(70,602)
25	Downtown Parking Maintenance District Fund	Reserve for Maintenance	146,316	144,324	(1,992)	160,516	158,524	(1,992)
25	Downtown Parking Maintenance District Fund	Unrestricted Fund Balance	516,769	581,695	64,926	378,606	443,532	64,926

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
77	Endowment Care Fund	Unrestricted Fund Balance	1,787,424	1,894,640	107,216	1,877,424	1,984,640	107,216
144	Engineering Operating Grant Trust Fund	Unrestricted Fund Balance	0	(423,974)	(423,974)	0	0	0
79	Expendable Trust Fund	Unrestricted Fund Balance	0	1,236,029	1,236,029	0	0	0
178	Fire Operating Grant Trust Fund	Unrestricted Fund Balance	0	(281,018)	(281,018)	0	0	0
121	Gas Tax Fund	Unrestricted Fund Balance	3,007,200	1,821,342	(1,185,858)	3,425,056	982,629	(2,442,427)
562	Housing and Urban Development Fund	Unrestricted Fund Balance	2,729,476	(749,253)	(3,478,729)	1,002,740	578,699	(424,041)
164	Housing Authority Fund	Unrestricted Fund Balance	2,194,941	3,768,627	1,573,686	2,092,842	2,166,528	73,686
169	Housing Successor Agency Fund	Unrestricted Fund Balance	3,267,004	13,895,617	10,628,613	2,701,364	3,329,977	628,613
72	Library Donations Trust Fund	Unrestricted Fund Balance	0	179,733	179,733	0	0	0
112	Library Operating Grant Trust Fund	Unrestricted Fund Balance	0	28,530	28,530	0	0	0
101	Other City Departments Operating Grant Trust Fund	Unrestricted Fund Balance	0	138,343	138,343	0	0	0
111	Parks and Recreation Operating Grant Trust Fund	Unrestricted Fund Balance	845	97,998	97,153	845	97,998	97,153
76	Perpetual Care Fund	Unrestricted Fund Balance	38,244	38,244	0	38,244	38,244	0

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
177	Police Operating Grant Trust Fund	Unrestricted Fund Balance	0	1,433,911	1,433,911	0	0	0
157	Prefunded Plan Review Fund	Unrestricted Fund Balance	0	694,338	694,338	0	0	0
67	Public Donations Fund	Unrestricted Fund Balance	0	462,028	462,028	0	0	0
221	Public, Educational and Governmental (PEG) Fee Fund	Unrestricted Fund Balance	2,324,211	2,411,173	86,962	2,324,211	2,411,173	86,962
122	Road Maintenance and Rehabilitation (SB1) Fund	Unrestricted Fund Balance	180,741	356,270	175,529	480,741	656,270	175,529
124	Traffic Fair Share Fund	Restricted for Fair Share Projects	7,941,970	7,941,970	0	7,941,970	7,956,970	15,000
123	Traffic Mitigation Fund	Unrestricted Fund Balance	4,883,667	4,527,702	(355,965)	4,380,240	3,850,324	(529,916)
Enterprise Funds								
93	Cemetery Fund	Unrestricted Fund Balance	97,149	186,317	89,168	94,592	183,760	89,168
860	Convention Center Enterprise Fund	Unrestricted Fund Balance	2,356,792	2,034,341	(322,451)	1,127,136	804,685	(322,451)
860	Convention Center Enterprise Fund	Operating Surplus	0	0	0	0	0	0
191	Electric Operating Grant Trust Fund	Public Benefits Program Fund Balance	46,003,990	45,163,299	(840,691)	44,977,648	44,337,039	(640,609)
191	Electric Operating Grant Trust Fund	Low Carbon Fuel Program Fund Balance	6,608,689	5,591,086	(1,017,603)	6,608,689	5,591,086	(1,017,603)
191	Electric Operating Grant Trust Fund	Greenhouse Gas Program Fund Balance	2,557,087	5,031,510	2,474,423	2,557,087	5,031,510	2,474,423

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
91	Electric Utility Fund	Critical Infrastructure Reserve	55,354,340	55,354,340	0	57,007,467	57,007,467	0
91	Electric Utility Fund	Donald Von Raesfeld Power Plant Reserve	0	0	0	0	0	0
91	Electric Utility Fund	Operations and Maintenance Reserve	107,900,786	107,900,786	0	118,765,556	118,765,556	0
91	Electric Utility Fund	Pension Stabilization Reserve	6,093,245	6,808,996	715,751	6,440,500	6,887,747	447,247
91	Electric Utility Fund	Rate Stabilization Reserve	44,356,590	44,356,590	0	48,776,613	48,776,613	0
91	Electric Utility Fund	Unrestricted Fund Balance	67,854,681	104,577,395	36,722,714	84,207,503	121,198,721	36,991,218
94	Sewer Utility Fund	Pension Stabilization Reserve	499,450	557,998	58,548	613,950	656,585	42,635
94	Sewer Utility Fund	Replacement and Improvement Reserve	1,507,553	1,507,553	0	1,507,553	1,507,553	0
94	Sewer Utility Fund	Rate Stabilization Reserve	2,395,030	2,395,030	0	2,395,030	2,395,030	0
94	Sewer Utility Fund	Construction Reserve	1,596,928	1,596,928	0	1,596,928	1,596,928	0
94	Sewer Utility Fund	Operations and Maintenance Reserve	1,835,079	1,835,079	0	1,835,079	1,835,079	0
94	Sewer Utility Fund	Unrestricted Fund Balance	18,770,794	21,494,954	2,724,160	21,685,416	24,611,597	2,926,181
96	Solid Waste Fund	Operations and Maintenance Reserve	2,675,520	2,675,520	0	2,675,520	2,675,520	0
96	Solid Waste Fund	Pension Stabilization Reserve	273,862	305,929	32,067	300,995	321,897	20,902

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
96	Solid Waste Fund	Rate Stabilization Reserve	2,295,468	1,756,597	(538,871)	2,136,639	1,597,768	(538,871)
96	Solid Waste Fund	Unrestricted Fund Balance	0	0	0	175,000	186,165	11,165
97	Water Recycling Fund	Pension Stabilization Reserve	62,621	70,450	7,829	107,641	115,470	7,829
97	Water Recycling Fund	Rate Stabilization Reserve	2,327,420	2,327,420	0	1,037,596	1,037,596	0
97	Water Recycling Fund	Operations and Maintenance Reserve	1,467,571	1,467,571	0	2,062,738	2,062,738	0
97	Water Recycling Fund	Construction Reserve	943,180	943,180	0	50,000	50,000	0
97	Water Recycling Fund	Unrestricted Fund Balance	837,050	780,484	(56,566)	1,317,386	1,261,174	(56,212)
92	Water Utility Fund	Pension Stabilization Reserve	1,272,519	1,422,251	149,732	1,272,519	1,422,251	149,732
92	Water Utility Fund	Replacement and Improvement Reserve	303,090	303,090	0	303,090	303,090	0
92	Water Utility Fund	Water Conservation Reserve	33,125	33,125	0	33,125	33,125	0
92	Water Utility Fund	Rate Stabilization Reserve	2,519,347	2,519,347	0	1,099,800	1,099,800	0
92	Water Utility Fund	Operations and Maintenance Reserve	4,135,580	4,135,580	0	3,135,580	3,135,580	0
92	Water Utility Fund	Construction Reserve	2,144,317	2,144,317	0	2,144,317	2,144,317	0
92	Water Utility Fund	Unrestricted Fund Balance	2,500,458	2,118,064	(382,394)	1,268,082	1,071,796	(196,286)

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
Internal Service Funds								
48	Communication Acquisitions Fund	Equipment Replacement Reserve	0	802,205	802,205	0	802,205	802,205
48	Communication Acquisitions Fund	Unrestricted Fund Balance	756,611	766,231	9,620	756,611	766,231	9,620
53	Fleet Operations Fund	Unrestricted Fund Balance	384,800	801,933	417,133	339,230	756,363	417,133
45	Information Technology Services Fund	Unrestricted Fund Balance	1,403,699	1,056,791	(346,908)	1,403,699	1,056,791	(346,908)
44	Public Works Capital Projects Management Fund	Unrestricted Fund Balance	323	184,495	184,172	324	1	(323)
82	Special Liability Insurance Fund	Reserve for Future Claims	827,565	3,288,135	2,460,570	4,027,565	6,488,135	2,460,570
82	Special Liability Insurance Fund	Unrestricted Fund Balance	0	51,526	51,526	0	51,526	51,526
87	Unemployment Insurance Fund	Unrestricted Fund Balance	0	135,564	135,564	0	135,564	135,564
50	Vehicle Replacement Fund	Equipment Replacement Reserve	2,620,149	3,358,032	737,883	2,620,149	3,358,032	737,883
50	Vehicle Replacement Fund	Unrestricted Fund Balance	3,835,672	3,272,336	(563,336)	4,357,934	3,794,598	(563,336)
81	Workers' Compensation Fund	Reserve for Future Claims	2,500,000	2,591,044	91,044	2,500,000	2,591,044	91,044
81	Workers' Compensation Fund	Unrestricted Fund Balance	2,661,414	4,158,482	1,497,068	2,661,414	4,158,482	1,497,068

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
Debt Service Funds								
491	Electric Utility Debt Service Fund	Bond Reserve	3,632,533	3,632,533	0	3,632,533	3,632,533	0
491	Electric Utility Debt Service Fund	Reserve for Debt Service	7,986,294	9,817,239	1,830,945	7,986,294	9,817,239	1,830,945
431	Public Facilities Financing Corporation Fund	Debt Reserve	707,202	707,202	0	707,202	707,202	0
431	Public Facilities Financing Corporation Fund	Unrestricted Fund Balance	18,070	15,881	(2,189)	18,070	15,881	(2,189)
494	Sewer Utility Debt Service Fund	Debt Reserve	4,663,690	4,916,274	252,584	4,663,690	4,916,274	252,584
Other Agency Funds								
801	Sports and Open Space Authority Fund	Unrestricted Fund Balance	14,557	13,686	(871)	9,387	8,516	(871)

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
Capital Improvement Program Funds								
593	Cemetery Capital Fund	Unrestricted Fund Balance	300,000	248,365	(51,635)	0	0	0
865	Convention Center Capital Fund	Unrestricted Fund Balance	3,500,000	3,146,241	(353,759)	0	0	0
591	Electric Utility Capital Fund	Unrestricted Fund Balance	93,325,818	104,798,723	11,472,905	11,149,223	17,267,949	6,118,726
536	Fire Department Capital Fund	Unrestricted Fund Balance	912,767	823,737	(89,030)	22,041	0	(22,041)
539	General Government Capital Fund	Unrestricted Fund Balance	9,486,114	8,800,921	(685,193)	0	0	0
537	Library Department Capital Fund	Unrestricted Fund Balance	220,854	190,108	(30,746)	0	0	0
532	Parks and Recreation Capital Fund	Unrestricted Fund Balance	17,870,702	17,329,850	(540,852)	9,391,651	11,684,737	2,293,086
538	Public Buildings Capital Fund	Unrestricted Fund Balance	3,576,601	3,537,354	(39,247)	0	0	0
597	Recycled Water Utility Capital Fund	Unrestricted Fund Balance	1,378,477	1,926,414	547,937	1,378,477	1,926,414	547,937
540	Related Santa Clara Developer Fund	Unrestricted Fund Balance	3,000	(1,220,432)	(1,223,432)	3,000	3,000	0
594	Sewer Utility Capital Fund	Unrestricted Fund Balance	56,605,272	61,478,299	4,873,027	15,878,992	19,555,460	3,676,468
596	Solid Waste Capital Fund	Landfill Post Closure Reserve	600,000	600,000	0	600,000	600,000	0
596	Solid Waste Capital Fund	Landfill Corrective Action Costs	436,503	201,099	(235,404)	436,503	201,099	(235,404)
596	Solid Waste Capital Fund	Unrestricted Fund Balance	591,328	722,878	131,550	407,328	364,052	(43,276)

Summary of Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2020/21 Estimated Ending Fund Balance	FY 2020/21 Actual Ending Fund Balance	Variance	FY 2021/22 Adopted Ending Fund Balance	FY 2021/22 Amended Ending Fund Balance	Variance
535	Storm Drain Capital Fund	Unrestricted Fund Balance	3,932,836	3,245,858	(686,978)	60,639	103,397	42,758
534	Street Lighting Capital Fund	Unrestricted Fund Balance	6,163,105	6,171,573	8,468	213,600	252,963	39,363
533	Streets and Highways Capital Fund	Unrestricted Fund Balance	30,457,245	21,318,629	(9,138,616)	2,164,096	3,517,665	1,353,569
541	Tasman East Infrastructure Improvement Fund	Unrestricted Fund Balance	0	4,836	4,836	993,377	993,377	0
592	Water Utility Capital Fund	Unrestricted Fund Balance	13,003,093	18,134,563	5,131,470	11,803,093	15,434,563	3,631,470



Agenda Report

21-1251

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on the Warburton Avenue - Civic Center Drive Area Parking Analysis

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The current, approved development at 1900 Warburton Avenue will construct 12 townhomes on a 0.5-acre lot in an existing General Office Zoning District. The site was approved for rezoning from General Office to Planned Development and was required to provide two parking spaces (garages) per unit, as well as six parking spaces for visitors for a total of 30 parking spaces within the property. Residents from a nearby multifamily development at 1700 Civic Center Drive voiced concerns about the lack of available parking within their own development, as well as along Civic Center Drive and Warburton Avenue. The residents stated that approving the development with 2 parking spaces per unit will exacerbate the situation further. City Council approved the Project and subsequently approved a Design Professional Services agreement for staff to complete a parking study and options analysis along Civic Center Drive, Lincoln Street, and Warburton Avenue.

DISCUSSION

The scope of work for the parking analysis consists of conducting an inventory of the number of parking spaces, collecting parking count data, evaluating collected data, community outreach, and proposing possible solutions.

Parking Analysis Study Area: The parking analysis included a study of 11 parking lots (i.e. off-street parking) and street parking spaces within the public right of way (i.e. on-street parking) of the parking analysis study area. A map of the study area can be found in Attachment 1. Parking counts were collected during the midday period (11:00 a.m. - 1:00 p.m.) and late-night period (1:00 a.m. - 3:00 a.m.) of a Wednesday, Thursday, and Friday. Most parking data was collected prior to the COVID-19 pandemic.

Parking Lot Data (i.e. Off-Street Parking): Currently there are 983 parking spaces within 11 parking lots. The parking results are shown in Table 1 below. The parking analysis found 42 percent to 59 percent of all parking lot spaces were available (i.e. open) during both observation periods. The parking analysis did not find parking supply issues within the parking lots. As shown in Table 1, nearly all parking lots in both time periods had parking availability above 15 percent.

Table 1 - Current Off-Street Parking Availability
(within 11 parking lots)

Description	Address	Parking Spaces	Percent of Parking Available	
			11AM-1P	1AM-3AM
Civic Plaza Apartments	1495 Don Ave	106	68.1%	18.9%
The Palms Complex	1835 Palm View Pl	56	64.6%	17.9%
Greenepointe Apartments	1599 Warburton Ave	217	58.8%	16.4%
Executive House	1700 Civic Center Dr	148	69.0%	19.9%
Verona Complex	1690 Civic Center Dr	3	83.3%	55.6%
Boulevard Complex	1958 Hillebrant Pl	23	69.6%	26.8%
Park Vista Complex	Park Vista Circle	4	41.7%	0%*
Triton Court Complex	1710 Triton Court	7	47.6%	0%*
United Methodist Church	1700 Lincoln St	73	92.7%	90.0%
Triton Museum	1505 Warburton Ave	193	32.9%	63.0%
Denny's	1680 Civic Center Dr	96	48.1%	76.2%
Bank of the West	1705 El Camino Real	57	70.5%	95.6%
	Total	983	58.9%	42.1%

* During the late-night period, Park Vista Complex and Triton Court Complex were observed to have 16 vehicles occupying 11 spaces due to vehicles parking illegally and blocking their garages.

Public Street Parking (i.e. On-Street Parking): Currently there are approximately 424 on-street parking spaces within the public right of way of the parking analysis study area. The parking results are shown in Table 2 below and the parking analysis found 23 percent to 48 percent of parking spaces were available (i.e. open) during both observation periods. The parking analysis did find parking availability below 15 percent during the late-night periods on the following street segments:

- Warburton Avenue between Scott Boulevard and Lincoln Street
- Civic Center Drive between Warburton Avenue and Lincoln Street
- Don Avenue between Warburton Avenue and Monroe Street
- Don Court north of Don Avenue

Table 2 - Current On-Street Parking Availability
(within public right of way of parking analysis area)

Street Name	Segment	Parking Spaces	Percent of Parking Available	
			11AM-1P	1AM-3AM
Scott Blvd	Royal Dr-Bray Ave, east side	27	64.8%	54.3%
Scott Blvd	Royal Dr-Bray Ave, west side	52	75.3%	30.1%
Scott Blvd	Bray Ave-El Camino Real, east side	0	0%*	0%*
Scott Blvd	Bray Ave-El Camino Real, west side	4	91.7%	83.3%
Warburton Ave	Scott Blvd-Lincoln St, north side	41	48.4%	7.7%
Warburton Ave	Scott Blvd-Lincoln St, south side	31	65.6%	3.8%
Civic Center Dr	Warburton Ave-Lincoln St, east/north side	53	40.3%	2.5%
Civic Center Dr	Warburton Ave-Lincoln St, west/south side	38	38.6%	3.1%
Don Ave	Warburton Ave-Monroe St, east side	47	40.4%	6.7%
Don Ave	Warburton Ave-Monroe St, west side	42	39.3%	2.4%
Don Ct	north of Don Ave, east side	9	33.3%	0%**
Don Ct	north of Don Ave, west side	10	53.3%	1.7%
Lincoln St	Warburton Ave-Civic Center Dr, east side	36	52.8%	83.8%
Lincoln St	Warburton Ave-Civic Center Dr, west side	34	15.2%	77.0%
	Total	424	48.1%	23.4%

*Scott Boulevard was observed to have one vehicle parking in a no parking zone.

**During the late-night period, Don Court was observed to have 11 vehicles occupying nine spaces due to vehicles parking illegally along the corners and curves of roadways.

For maps showing parking availability during the midday period (11:00 a.m. - 1:00 p.m.) and late-night period (1:00 a.m. - 3:00 a.m.) see Attachments 2 and 3.

Community Outreach and Feedback: The project communicated to the public about meetings by mailing flyers and posting information on Facebook, Twitter, Instagram, Nextdoor, and the City website. Three community meetings were held on May 9, 2019, December 11, 2019, and September 1, 2021. In total, 20 members of the public attended the meetings to learn about the project, voice concerns within the area, learn about the results of the parking analysis, and provide feedback on potential recommendations. At these meetings, staff heard the following comments:

- Parking availability is limited on Civic Center Drive and Warburton Avenue.
- Lincoln Street was underutilized after 6:00 p.m.
- Commercial trucks occupy parking in some areas.
- The study should include parking occupancy information on the parking lots for the United Methodist Church, Denny's, and Triton Museum.

- Possible use of time restricted parking and how it helped other neighborhoods.
- Installing Diagonal parking as a possible future improvement on Lincoln Street may not be fully utilized and recommended considering Civic Center Drive instead.
- Diagonal parking on Civic Center Drive would narrow the street.
- Residents believe that Civic Center Drive is used by motorists as a cut-through route to travel between Lincoln Street and Warburton Avenue.
- New development should provide more on-site parking.

Possible Improvements to Address Parking Concerns: Based on the parking analysis findings, the project team identified several ideas, including:

- Additional parking enforcement:

Existing police staff could visit the area more frequently to enforce 72-hour parking rules to increase availability of supply.

- Diagonal parking on Civic Center Drive:

The width of Civic Center Drive allows the conversion of existing parallel parking to diagonal parking on one side of the street. Staff analyzed this and has a preliminary design of this improvement which could provide approximately 25 additional parking spaces. A draft diagonal parking design is provided as Attachment 4.

- Diagonal parking on Lincoln Street:

The width of Lincoln Street allows the conversion of existing parallel parking to diagonal parking. However, more than 50 percent of the existing parking supply was available late at night. Therefore, the additional parking supply is not anticipated to be used.

- Residential Permit parking on various streets:

If supported by residents via a Residential Permit Parking Petition process, parking restrictions on existing streets could be changed to provide permit parking. However, the parking demand evaluation demonstrated low availability during the late-night period which indicates these streets are likely occupied by residents. Therefore, permit parking is not anticipated to provide any additional turnover to increase availability of existing supply.

- Time Limited parking on various streets:

If supported by residents via petition, parking restrictions could be changed to time limited parking. However, the parking analysis demonstrated low availability during the late-night period. This indicates these streets are occupied by residents. Therefore, the additional turnover caused by the time restriction would negatively impact residents who are parking their vehicles overnight.

Based on community input, consultant analysis and staff review, the recommendations for the area that would provide the most benefit include additional police enforcement and the installation of diagonal parking on Civic Center Drive. Staff reviewed the concept for diagonal parking on Civic Center Drive and determined the project would require slurry sealing the street and adding new roadway and parking striping. It is estimated that to design and construct this project it would cost approximately \$300,000 (or approximately \$12,000/new parking space). The current budget does not include this project, so it is recommended that Council consider this project among the list of other unfunded needs during the upcoming Biennial Capital Improvement Program budget process.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The cost of the design and construction of diagonal parking on Civic Center Drive is anticipated to be \$300,000 and is currently not budgeted. Appropriations of this amount are needed, and staff is proposing that funding be considered as part of the Biennial 2022/23 and 2023/24 Capital Improvement Program budget process where prioritization can be assessed with other unfunded needs.

If funds are allocated to the project as part of the Biennial 2022/23 and 2023/24 Capital Improvement Program budget process, staff anticipates consultant selection would begin by Fall 2022.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office. The diagonal parking concept on Civic Center Drive has been coordinated with the Community Development Department, the Police Department, and the Fire Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. Approve the Warburton Avenue - Civic Center Drive Area Parking Analysis and direct the City Manager to include a budget proposal for Council consideration to fund a new project for installing diagonal parking on Civic Center Drive between Lincoln Street and Warburton Avenue as part of the Biennial 2022/23 and 2023/24 Capital Improvement Program budget process;
2. Do not approve a recommendation to install diagonal parking on Civic Center Drive between Lincoln Street and Warburton Avenue and do not consider the project as part of the Biennial 2022/23 and 2023/24 Capital Improvement Program budget process; and,
3. Any other action as presented by Council.

RECOMMENDATION

Alternative 1: Approve the Warburton Avenue - Civic Center Drive Area Parking Analysis and direct the City Manager to include a budget proposal for Council consideration to fund a new project for installing diagonal parking on Civic Center Drive between Lincoln Street and Warburton Avenue as part of the Biennial 2022/23 and 2023/24 Capital Improvement Program budget process.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Location Map
2. Parking Availability Map, 11 a.m. - 1 p.m.
3. Parking Availability Map, 1 a.m. - 3 a.m.
4. Civic Center Diagonal Parking Concept

PARKING STUDY

Civic Center Dr. - Don Ave. - Warburton Ave. -
Scott Blvd. - Lincoln Ave. - Don Ct.

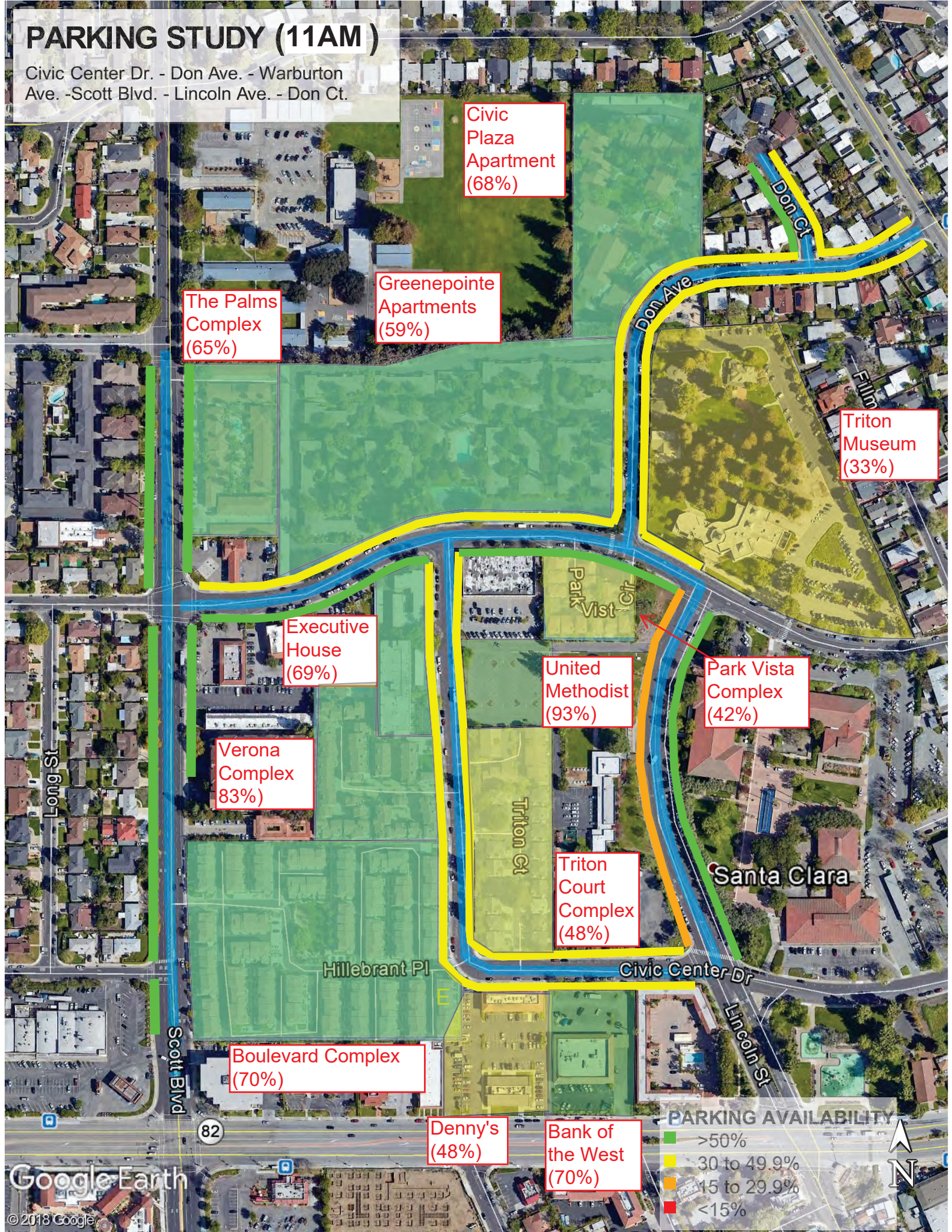
Legend

- On-Site Study Area
- On-Street Study Area



PARKING STUDY (11AM)

Civic Center Dr. - Don Ave. - Warburton Ave. - Scott Blvd. - Lincoln Ave. - Don Ct.



Civic Plaza Apartment (68%)

Greeneporte Apartments (59%)

The Palms Complex (65%)

Triton Museum (33%)

Executive House (69%)

United Methodist (93%)

Park Vista Complex (42%)

Verona Complex (83%)

Triton Court Complex (48%)

Boulevard Complex (70%)

Denny's (48%)

Bank of the West (70%)

PARKING AVAILABILITY

- >50%
- 30 to 49.9%
- 15 to 29.9%
- <15%



PARKING STUDY (1 AM)

Civic Center Dr. - Don Ave. - Warburton Ave. - Scott Blvd. - Lincoln Ave. - Don Ct.





STRIPING LEGEND				PROJECT No. CE				CITY OF SANTA CLARA				APPROVED BY											
				ACCOUNT No.				ENGINEERING DEPARTMENT				TITLE											
				DATE				Civic Center Drive				DATE											
				NO.								INITIAL											
				REVISION				Diagonal Parking Feasibility Survey				DATE											
				BY								R.O.E. No.											
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STATE DETAIL 1	STATE DETAIL 25	STATE DETAIL 38B	12" WHITE	STATE DETAIL 39	STATE DETAIL 40	STATE DETAIL 41	12" YELLOW	STATE DETAIL 39	STATE DETAIL 40	STATE DETAIL 41	20" WHITE	STATE DETAIL 39	STATE DETAIL 40	STATE DETAIL 41	YELLOW	STATE DETAIL 39	STATE DETAIL 40	STATE DETAIL 41	BIKE LINE ARROW AND SYMBOL WITH PERSON	STATE DETAIL 39	STATE DETAIL 40	STATE DETAIL 41	PAVEMENT MARKING FOR CALTRANS ADA TO ADE



Agenda Report

21-1629

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Whether to Accept a Formal Recommendation from the Task Force on Diversity, Equity, and Inclusion Regarding the City's Model for Electing its Chief of Police

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On September 29, 2020, Council established the Task Force on Diversity, Equity, and Inclusion to support the development of a Santa Clara Plan to address the four (4) components of former President Obama's "Commit to Action" Initiative (Attachment 1). The report (RTC 20-875) from Mayor Gillmor and Chief Nikolai on this issue included a proposed mission statement, timeline and goals for the Task Force as well as a defined role for City staff to support the Task Force (Attachment 2). Specifically, the Task Force mission statement reads as follows:

In response to the national call for police use of force reform, the City of Santa Clara created the Task Force on Diversity, Equity, and Inclusion. Through an open dialogue with the communities of Santa Clara and directed by community input, the Task Force shall make recommendations for changes in government policies, structures, services, and culture that negatively impact or do not fully benefit historically disenfranchised communities. The Task Force will continuously involve the communities on recommendations and progress.

The Task Force's workplan for the first year included the following objectives:

1. Identify and make recommendations to complete the appointment of a seven-member Task Force;
2. Develop a robust community engagement process to ensure that the voices of communities of color are incorporated as the Task Force develops its policy and strategy recommendations. This would include conducting community listening sessions to facilitate public dialogue regarding systemic inequalities with issues identified serving as the basis for the Task Force's future work; and
3. Report the findings and make recommendations to the Council that would reform the City's police use of force policies and any governmental policies, structures, or culture that negatively impact or do not fully benefit historically disenfranchised community.

As an official advisory body of the City, the Council also approved the assignment of City staff and resources to provide support to the Task Force. The Task Force has worked diligently to advance its goals through the work of five subcommittees:

- 1) Community Communications; 2) Consideration of Historical Recognition; 3) Policing & Community

Engagement/Relations; 4) Community Listening Sessions Working Group; and 5) Advisory Member Selection.

At the September 13, 2021 Task Force meeting, the Chair of the Task Force reported on the Policing and Community Engagement/Relations Subcommittee's (Subcommittee) recent work with the Police Department. Included in that report was a request to discuss the City's model of an elected Chief of Police. This was further expanded to include a discussion of the elected City Clerk.

At the October 18, 2021 Task Force meeting, the City Manager advised the Task Force that the Council had previously conducted a review of the elected positions through a Charter Review Committee and relevant background materials were provided. The Task Force was advised of the need to consult with the City Attorney's Office to ensure that any proposed action did not inadvertently result in a Fair Political Practices Commission (FPPC) or Political Reform Act violation. The City Manager requested time to consult with the City Attorney's Office.

On November 2, the Chair of the Task Force requested that a letter (Attachment 3), drafted by the Subcommittee, to "formally recommend that the City preserve, reinforce, and celebrate its commitment to having an elected Chief of Police" be placed on the November 8, 2021 meeting of the Task Force. An item to provide background on this topic was added to the Task Force's November 8 meeting. The report (RTC 21-1311) with background information on the elected Chief of Police and City Clerk positions is included with this report as Attachment 4.

After discussing the matter with the City Attorney's Office, the City Manager, at the November 8th meeting, stated that formal action by the Task Force could be an inappropriate action given that a potential ballot measure was being considered by the Council and that the remedy was to seek the Council's approval on whether the Council would like the Task Force to take action on this matter.

Because approval of the Subcommittee's letter was not on the agenda, the Task Force was not able to take action on the merits of the recommendation. Nevertheless, the Task Force passed a motion to submit their letter of recommendation as drafted by the Subcommittee to the Council. As multiple motions were made, it is unclear whether the Task Force understood that the final motion would advance a recommendation the merits of which had not been discussed by the full Task Force or without an opportunity for the public to provide input. The motion passed on a 5 to 1 vote.

DISCUSSION

Based on the City Charter, the City Manager is the head of the administrative branch of the City government, responsible to the Council for the proper administration of all affairs of the City. The City Manager is an ex-officio member of all boards and commissions and serves as chief liaison officer between such bodies and the City Council, but shall have no vote thereon. Accordingly, the City Manager has an obligation to ensure that legislative action of potentially political nature does not occur. The City Manager is also obligated to surface potential concerns related to the Task Force's proposal given her knowledge of the Council's prior actions to schedule discussion of a potential ballot measure about an elected police chief for its February 2022 Priority Setting Session. This is within the context of the Council's interest on this topic which has been expressed several times over the year through the two Priority Setting Sessions and at the Council Governance and Ethics Committee.

Given the continued interest of the Task Force, the City Manager advised the Task Force that the

remedy is to seek Council direction on whether the Task Force should proceed with a formal recommendation in advance of a potential ballot measure decision, noting that if Council wanted to take the risk to have the Task Force develop a recommendation on a potential ballot measure, it could. Should the Council wish to accept the Task Force's recommendation at this time, the Council should take into consideration the following:

1. The City Council has already identified this issue as a potential ballot measure for November 2022 and is scheduled to consider the item on February 8, 2022 (the Council's annual Policy Priority Setting Session). Staff has been asked by Council to bring this issue to both the Governance and Ethics Committee and the 2022 Priority Setting Session. It is already on the Governance and Ethics Committee workplan.
2. A recommendation from the Task Force at this time could potentially have the consequence of inappropriately swaying voters should the Council decide to proceed with placing the item on the November 2022 ballot, given that a legislative advisory body established by the City Council has taken action on such matter.
3. It is not a practice for Council-appointed advisory bodies to take positions on potential ballot measures without specific Council direction and the Task Force could be viewed as exceeding its role beyond the Council-directed scope.
4. The formal action taken by the Task Force to send the letter drafted by the three members of the Subcommittee directly to Council, against the advice of staff to seek Council direction first on whether to consider a letter in the first place, did not allow for discussion on the merits of the proposal by the full Task Force or the opportunity for the public to provide feedback - a concern raised by a member of the Task Force as doing so was not in alignment with the original direction to seek community engagement and public dialogue in the development of Task Force recommendations. In accordance with the action taken by the Task Force, the letter of recommendation is being presented without full Task Force action on its merits or public input.
5. The letter of recommendation from the Task Force Subcommittee (Attachment 3) states, "the policing subcommittee has attended over 15 hours of trainings with the police department, gained additional in-person experience with officers on duty, and engaged in a series of policy conversations with the Chief of Police and Assistant Chiefs. During this review process, the Task Force reviewed police department policies and learned about ways in which Santa Clara differentiates itself from other cities." While it is unclear whether these policy discussions specifically addressed the issue of an elected versus an appointed Chief of Police, the mere fact that those discussions resulted in a recommendation to reaffirm an elected model is cause for concern - particularly given the direct involvement of the current elected Chief of Police.
6. Several members of the Task Force questioned the role of City Manager in supporting the Task Force, expressing their understanding that the Task Force was independent per Council action. As noted above, the City Charter states that the City Manager is responsible to the City Council for the proper administration of all affairs of the City. The City Manager is an ex officio member of all boards and commissions and serves as chief liaison officer between such bodies and the City Council. Moreover, the report establishing the Task Force (RTC 20-875) states "meetings of the Task Force" will be subject to the Brown Act". As such, the City Manager and City Attorney are duty bound to advise the Task Force (and the Council) of any

action that might violate or have the potential to violate State Law, the Political Reform Act or Fair Political Practices Commission rules and/or other regulations. The Task Force is not an independent advisory body, they are subject to the same rules that govern all Council directed and established legislative and advisory bodies.

7. As an advisory body under State law, the Task Force must follow Brown Act rules.

The definition of “legislative body” under Government Code 54952(b) is, “A commission, committee, board, or other body of a local agency, whether permanent or temporary, decision making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body.”

8. Disclosure by the City Manager to the Task Force that advisory bodies must also comply with the Political Reform Act and that labeling a body as “advisory”, or any other term does not exempt it from the Political Reform Act.

At this point, the Task Force has taken action to transmit its letter of recommendation in support of the City’s model of electing its Chief of Police. The City Manager has disclosed the risks involved in doing so to the Task Force and is advising the Council of the risks via this memorandum. Having completed the due diligence to advise both the Task Force and the Council of her concerns regarding the Task Force’s actions, the City Manager desires to create a public record and remove herself from any, and all, potential violations of the Political Reform Act or FPPC regulations. By surfacing the legislative concerns and potential for risk, the City Manager has properly disclosed the risk and removed herself from it by presenting it to the City Council for its own action. However, it is unclear whether the Task Force would be removed from FPPC or Political Reform Act violations if the Council authorized such action.

As background, the City Manager explained to the Task Force that election related matters draw public scrutiny and that the public has a right to file complaints if they think inappropriate actions have been taken. She added that on the part of the City, she has been the subject of many election related complaints and, because of her diligence on these matters, none of the complaints have been found to be valid. She was concerned that this action may not have such finding and does not want to be personally held responsible for such action to the public, Council, and/or appropriate agencies that regulate election related matters.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact other than staff time.

COORDINATION

This report was coordinated with the City Manager’s and City Attorney’s offices.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Provide direction on whether to accept the formal letter of recommendation from the Task Force on Diversity, Equity, and Inclusion in support of the City's model of electing its Chief of Police and hold harmless on this topic the City Manager from any and all actions that may violate the Political Reform Act or FPPC regulations.

Approved by: Deanna J. Santana, City Manager
Sujata Reuter, Assistant City Attorney

ATTACHMENTS

1. Commit to Action Pledge
2. RTC 20-875
3. Policing and Community Engagement/Relations Subcommittee's Letter
2. RTC 21-1311

COMMIT TO ACTION

A call for mayors, city councils, and police oversight bodies to address police use of force policies.

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The killings of George Floyd, Breonna Taylor, Ahmaud Arbery, and the loss of far too many Black lives to list, have left our nation anguished and outraged.

More than 1,000 people are killed by police every year in America, and Black people are three times more likely to be killed than White people. We can take steps and make reforms to combat police violence and systemic racism within law enforcement. Together, we can work to redefine public safety so that it recognizes the humanity and dignity of every person.

Mayors and other City Council officials are uniquely positioned to introduce common-sense limits on police use of force. That's why the My Brother's Keeper Alliance is calling on mayors to commit to the following actions:

1. **REVIEW** your police use of force policies.
2. **ENGAGE** your communities by including a diverse range of input, experiences, and stories in your review.
3. **REPORT** the findings of your review to your community and seek feedback.
4. **REFORM** your community's police use of force policies.

Everyone can support this effort—and we hope that individuals across the country will take action to urge their mayors to take these steps for change.



Agenda Report

20-875

Agenda Date: 9/29/2020

REPORT TO COUNCIL

SUBJECT

Report from the Mayor and Police Chief on “Commit to Action” Initiative Efforts and Action on Establishing a Community-based Task Force on Diversity, Equity, and Inclusion and Council Appointment of Task Force Members [Not to be Heard Prior to 6:00 PM]

BACKGROUND

At the July 14, 2020 City Council (Council) meeting, the Council delegated authority to Mayor Gillmor and Police Chief Nikolai to establish an Ad Hoc Committee in support of former President Obama’s “Commit to Action” Initiative (Initiative). With an understanding of this historic window and sense of urgency for meaningful change, the Council expressed support for engaging in a local community dialogue on a Santa Clara Plan to address the four components of the Initiative (Attachment 1) and identify key issues facing the City of Santa Clara (City) involving historically disenfranchised individuals or communities. Establishing a community-based task force will enable the City to engage the local community in an open dialogue and will help the City take actions to achieve racial equity by working to ensure that all Santa Clarans have access to an equal quality of life and equal access to opportunity.

DISCUSSION

Mayor Gillmor and Police Chief Nikolai met regularly over the last 10 weeks and engaged help and assistance from the following individuals who expressed a strong interest in the Initiative work effort: Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the Housing Rehabilitation Loan Committee (HRLC); and Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government and recent graduate of Duke University School of Law. Councilmember Kathy Watanabe and Councilmember Teresa O’Neill participated in the meetings as well, and provided guidance, leadership, and research findings.

We are also fortunate to have established a Memorandum of Understanding (MOU) with Santa Clara University under President Father Kevin O’Brien for a collaboration with the Markkula Center for Applied Ethics (MCAE). The MOU is included in this report as Attachment 2. Part of our collaboration will include MCAE working as an advisor to the proposed, community-based Task Force on Diversity, Equity, and Inclusion (Task Force) and helping to establish the Task Force’s Mission Statement and Values Statement. MCAE will also advise on processes to implement a series of community conversations, which will engage and empower a broad spectrum of stakeholders.

Over the last several weeks, Joan Harrington, MCAE Director of Social Sector Ethics, has been assisting the Ad Hoc Committee with developing a proposed mission statement and organizational model, as well as advising on methods for engaging the community. The Ad Hoc Committee has developed a proposed Mission Statement that reflects the purpose and goals of the Task Force.

Proposed Mission Statement and General Governance:

“In response to the national call for police use of force reform, the City of Santa Clara created the Task Force on Diversity, Equity, and Inclusion. Through an open dialogue with the communities of Santa Clara and directed by community input, the Task Force shall make recommendations for changes in government policies, structures, services, and culture that negatively impact or do not fully benefit historically disenfranchised communities. The Task Force will continuously involve the communities on recommendations and progress.”

The Task Force will be overseen by the Mayor and Police Chief and led by community members appointed by the Council. The Task Force will consist of up to seven community members who will help review police use of force policies and engage communities to seek a diverse range of input, experiences, and stories. The Task Force will report findings to the Council and bring forward recommendations for policy reform shaped and informed by community input. Meetings of the Task Force will be subject to the Brown Act.

At its September 17, 2020 meeting, the Ad Hoc Committee recommended that, upon the Task Force’s establishment, Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the HRLC; Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government; and Dianna Zamora-Marroquin, Political/Communications Director at the South Bay AFL-CIO Labor Council, be appointed to lead the Task Force. The established Task Force will interview and recommend community members to the Council for appointment to the Task Force’s remaining three seats.

In an effort to build a coalition of community partners representing diverse perspectives, the Task Force will identify community members or organizations already doing related work and who share an interest in addressing the issues. The Task Force will be charged with recommending an advisory board to the Council for appointment.

Task Force’s Timeline and Goals

After the appointment of the remaining three seats, the Task Force will then set specific short-term and long-term goals, with an associated timeline (below). The Task Force will be first tasked to gather information, formally engage community organizations, and request assistance in identifying historically disenfranchised residents, with a special focus on those who are traditionally unheard.

As the foremost responsibility of the Task Force is to listen to all communities within the City and hear their unique concerns, it will host listening sessions with the intent of capturing stories and experiences from individuals and groups. Through these listening sessions, the Task Force will then identify key overarching issues facing the City.

After identifying issues with the community, both short and long-term recommendations on policy reform and strategies will be brought to the Council.

Tentative Timeline

October 2020 - December 2020: Establishment of Task Force and Advisory Board. Task Force and Advisory Board will collaborate and conduct initial review of police use of force policies and other city policies.

November 2020 - June 2021: Engage the community by encouraging all residents to attend listening

sessions to participate and support dialogue around systemic inequalities. Community engagement will allow for a diverse range of input, experiences, and stories, and will help ensure that the voices of communities of color are included as the main focus of the Task Force's considerations in developing policy and strategy recommendations. The Task Force will conduct an additional review of police and city policies that are brought forward during the listening sessions.

August 2021 - September 2021: Report the findings of the review to the community and seek feedback from the community on possible recommendations on policy reform and strategies to the Council.

October 2021 - November 2022: Present findings and recommendations to the Council that will reform the City's police use of force policies and any governmental policies, structures or culture that negatively impact or do not fully benefit historically disenfranchised communities and present possible recommendations to the Council on City Charter changes, one of which may be to establish Oversight Body or Commission.

City Staff Support

At this time, City staff will be needed to help supply information, support meetings of the Task Force, and provide communications and outreach to the community. Translation services will be needed as well.

If expert consultants are needed for the Task Force, specific requests can be brought back to the Council for consideration.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact to the City associated with this report other than administrative time to support this effort. The City will use existing funds within the approved budget to absorb the cost of translation services and, if additional appropriation is needed, we will return with a request.

COORDINATION

This report was coordinated with the City Attorney's Office and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve the establishment of the Task Force on Diversity, Equity, and Inclusion to support the

-
- development of a Santa Clara Plan to address the four (4) components of the “Commit to Action” Initiative to achieve equality for historically disenfranchised communities in our City; and
2. Appoint Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the HRLC; Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government; and Dianna Zamora-Marroquin, Political/Communications Director at the South Bay AFL-CIO Labor Council, to the Task Force on Diversity, Equity, and Inclusion.

Approved by: Mayor Lisa M. Gillmor and Police Chief Pat Nikolai

ATTACHMENTS

1. “Commit to Action” Initiative Pledge
2. Memorandum of Understanding with Santa Clara University

Letter Regarding Formal Position on Elected Police Chief

To: Mayor Lisa Gillmor, City Council Members of the City of Santa Clara, Governance and Ethics Committee of the City Council, Chief of Police Pat Nikolai, City Manager Deanna Santana, and the residents of the City of Santa Clara

From: City of Santa Clara Task Force on Diversity, Equity, and Inclusion (the “Task Force”)

The Task Force seeks to make a formal recommendation to the above listed City officials and committees regarding our City’s model of electing its Chief of Police.

In response to the national call for police use of force reform, the City Council of the City of Santa Clara charged this Task Force with **engaging in an open dialogue, seeking community input, and making recommendations on government policies, structures, and services**. This mandate requires the Task Force to diligently engage with community members, local nonprofit organizations, and city agencies (including the police department). To this end, the Task Force approved a policing subcommittee, to be run by a subset of its members, to review, engage in conversations with the police department, and make recommendations to the full Task Force on its findings. The policing subcommittee has attended over 15 hours of trainings with the police department, gained additional in-person experience with officers on duty, and engaged in a series of policy conversations with the Chief of Police and the Assistant Chiefs. During this review process, the Task Force reviewed police department policies and learned about ways in which Santa Clara differentiates itself from other cities.

To be sure, the Task Force will undoubtedly have numerous constructive critiques of our police department in addition to formal positions reaffirming what the police department is doing well. The Task Force sees its role as reaffirming aspects of city governance and policing that reinforce and promote openness, accountability, transparency, and equity, as well as identifying those aspects that detract from our City’s equity goals. Having fully considered its mission, charge, and the diligent review of its policing subcommittee, **the Task Force seeks to formally recommend that the City preserve, reinforce, and celebrate its commitment to having an elected Chief of Police**, given this structure’s benefits in ensuring access, accountability, and ultimately in promoting equity for the City’s residents.

Following the police subcommittee’s report and the Task Force’s evaluation, it is our formal opinion that having an elected Chief of Police **promotes access, accountability, and equity**. Residents get to choose who represents them as Chief of Police and prospective Chief candidates must make their case to residents every [4] years on why they are the person to protect public safety and provide for equitable and fair policing. It is no accident that Santa Clara was the first City in the Bay Area to create a Task Force focused primarily on policing. In the wake of the murder of George Floyd, cities across our state vowed to make reforms, but few if any saw a Chief of Police openly advocate for the creation of a citizen’s commission to lead this effort. Our Chief of Police is particularly incentivized to open the doors of his or her department to the public, and in this case, a citizen’s Task Force, because he or she knows that the voters are watching and the voters know who to hold accountable at the ballot box if the department is not receptive to community feedback and lacks transparency. In contrast, an appointed Chief of

Police would be insulated from accountability and lack tangible incentives to open their doors to the public and to the scrutiny of a citizen's Task Force. The accountability that our structure of an elected Chief of Police affords is a direct cause of the continued cooperation of the Santa Clara Police Department with the review and scrutiny of our Task Force.

The Task Force, following the diligent review of its police subcommittee, its engagement with local nonprofits and community groups, and its continuing dialogue with city agencies (particularly the Santa Clara Police Department) seeks to reaffirm our City's structure of electing our Chief of Police and seeks to recognize the accountability, and ultimately the cooperation and receptiveness to public feedback, that results from this structure. Such accountability and openness to public scrutiny is critical to any effort, now or in future years, to realize the City of Santa Clara's equity goals.



Agenda Report

21-1311

Agenda Date: 11/8/2021

REPORT TO TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

SUBJECT

Background Information on the Elected Police Chief and City Clerk Positions

BACKGROUND

At the September 13, 2021 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, Chair Neil Datar reported on the Policing and Community Engagement/Relations Subcommittee's (Subcommittee) recent work with the Police Department. The Task Force raised an interest in discussing the elected Chief of Police and City Clerk positions and voted to add a discussion to their next meeting agenda.

At the October 18, 2021 Task Force special meeting, the City Manager reported that she had some concerns with this topic coming forward to the Task Force since the City Council directed staff to bring this discussion to their 2022 Priority Setting Session. The City Manager also noted that she would need to consult with the City Attorney's Office regarding her concerns and would report back to the Task Force. She also committed to providing background information on the elected Chief of Police and elected City Clerk.

Concerns were raised about the Task Force taking a position on a matter that is before the Council as a potential ballot measure in November 2022 and how this action departs from the role of Council directed advisory bodies that could be perceived as a political position. It is not a practice for Council directed advisory bodies to act on ballot measures or political positions and this matter would need to be referred to the full Council in a public session to determine how to proceed.

On November 2, Chair Datar requested that a letter, drafted by the Subcommittee, regarding taking a position on the elected status of the police chief be placed on the agenda for the November 8 Task Force meeting. At this time, staff is unable to place this item on the agenda for discussion for the reasons noted in this report.

DISCUSSION

As the City Manager reported at the last Task Force meeting, the City Council has placed, on its February 2022 Priority Setting Session, a discussion of the Elected Chief of Police and City Clerk for potential ballot measures for November 2022.

Here is a link to the August Priority Setting Session report:

<https://santaclaralegistar.com/LegislationDetail.aspx?ID=5084241&GUID=5E0A501C-3885-4304-BD0A-846BCAA79B21&FullText=1>

Given that this is a policy discussion that the Council has indicated it will discuss and that staff has not received any direction to move forward with community outreach on this topic, it would be

inappropriate for any council appointed board, commission, or taskforce to take this topic up prior to the Council's policy deliberation.

In addition to pre-empting Council discussion, placing a position on the Task Force agenda regarding the elected Chief of Police position also preempts any public input. The Task Force's Mission Statement requires making recommendations to Council: "through an open dialogue with the communities of Santa Clara and directed by community input." Placing a position on the Task Force agenda regarding the elected Chief of Police preempts public input on the topic and is not consistent with its established Mission Statement requirements.

Lastly, if the Task Force takes a formal position at this stage without substantive Council discussion or public input, it could, and more likely will, be perceived as taking a political position, which is not the purpose of the Task Force.

Background Information

As background, staff has included links and reports of information related to the two positions.

The 2017 Charter Review Committee was appointed to evaluate the City's at-large by-seat election method of Council Members and to make a recommendation regarding district or other methods of election to the City Council. In addition, the Charter Review Committee was directed to seek other potential charter amendments from the community. Page 3 of their final report lists these items and also notes the Charter Review Committee's recommendation on the elected police chief position.

The final report from the Charter Review Committee Can be found here:

<https://www.santaclaraca.gov/home/showpublisheddocument/55770/636489532058170000>

On March 29, 2018, the City Council held a Study Session on the roles, responsibilities, and qualifications of a professional City Clerk.

The Study Session can be viewed here:

http://santaclara.granicus.com/MediaPlayer.php?view_id=1&clip_id=94.

Master Municipal Clerks Dawn Abrahamson and Lee Price presented detailed information on the profession. The PowerPoint presentation is included with this report as Attachment 1. The report to Council and the final Ordinance adopted by City Council that bifurcated the Assistant City Clerk duties and responsibilities from the Elected City Clerk's duties and responsibilities are included as Attachments 2 and 3.

Charter Sections:

- Section 903 of the Santa Clara City Charter defines the powers and duties of the elected City Clerk and can be viewed here:
<https://www.codepublishing.com/CA/SantaClara/#!/SantaClaraCH.html#903>
<https://www.codepublishing.com/CA/SantaClara/>.
- Section 906 of the Santa Clara City Charter defines the powers and duties of the Chief of Police and can be viewed here:
<https://www.codepublishing.com/CA/SantaClara/#!/SantaClaraCH.html#906>

[<https://www.codepublishing.com/CA/SantaClara/>](https://www.codepublishing.com/CA/SantaClara/).

- Section 701.1 of the Santa Clara City Charter defines the qualifications for the Chief of the Police and can be viewed here:

<https://www.codepublishing.com/CA/SantaClara/#!/SantaClaraCH.html#701.1>

[<https://www.codepublishing.com/CA/SantaClara/>](https://www.codepublishing.com/CA/SantaClara/).

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact associated with the preparation of this report other than administrative staff time.

PUBLIC CONTACT

Public contact was made by posting the Task Force on Diversity, Equity, and Inclusion agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Staff makes no recommendation but is prepared to submit this matter to the full City Council for direction.

Approved by: Deanna J. Santana, City Manager
Sujata Reuter, Assistant City Attorney

ATTACHMENTS

1. March 29, 2018 PowerPoint Presentation
2. RTC 18-487 Action on Adoption of Ordinance No. 1983
3. Ordinance No. 1983



Agenda Report

21-1577

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Discussion and Possible Direction on Consideration of the Sale of the Loyalton Ranch Property
(Continued from October 26, 2021)

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara owns and maintains approximately 10,270 rural acres of undeveloped land in Lassen and Sierra Counties near the California-Nevada border. The property is located in northeastern California, about 30 miles north of Truckee, CA, northeast of Sacramento and about 20 miles northwest of Reno, NV. The land is referred to locally as the Trosi Ranch, and within the City, as the Loyalton Ranch Property. The City purchased the property with electric utility funds in 1977 for \$1,613,850 or \$157/acre. The City's Electrical Department doing business as Silicon Valley Power (SVP), is responsible for the care of the property.

On August 17, 2021, the Council discussed a potential sale of the Loyalton Property and did not take any action on the agenda item: instead, Council continued the discussion to this meeting for additional input from the City Attorney. The staff report for the August 17 meeting (RTC 21-715) provides a comprehensive background of the property including location and size, purchase price, history, and many other details. Staff would like to reiterate the following information already included in the August 17, 2021 staff report to facilitate the discussion today:

Current Appraised Value

The Loyalton Ranch Property was appraised by Valbridge Property Advisors (VPA) dated April 2, 2021 (Attachment 2), prior to the wildfire experienced in August 2020. The appraised value was \$4,110,000 or \$400 per acre on effective date of value May 20, 2020. The 2019 property tax obligations to Sierra and Lassen Counties are outlined in the VPA appraisal at \$15,915. In their appraisal, VPA's Conclusion of the Highest and Best Use as improved, is continuation of the existing agricultural and recreational use. VPA's Most Probable Buyer is an owner/user who intends to graze the acreage or use for recreational purposes. VPA estimated that the marketing and exposure time of four to six months as reasonable and appropriate for the subject property.

The VPA appraisal concluded "In the near term, the outlook for 2020 is clouded by the unknowns associated with the new coronavirus. There are increasing impacts on many businesses as people curb their activity, and certain industries are already being severely affected. The outlook is for a market softening, but as is the case for other disasters, any extended marketing times or negative impacts on values will subsequently tend to wane and return to some degree of normalcy. The timeline remains unknown."

Previous Appraised Value and Real Estate Agent Estimate

In October 1999, the City engaged with Ralph F. Pavey, a California Certified General Real Estate Appraiser, to perform an appraisal report completed in April 2000 which concluded that the “As Is” market value of the free simple interest was \$2,600,000 with an estimated marketing time for the sale of the property in the range of one to two years.

In October 2016, Far West’s submitted proposal included their assessment of the value of the land based on the range of \$500 to \$1,000 per acre and proposed listing the property at the higher end of the estimated range of \$10,000,000.

City Policies Regarding Sale or Lease of Properties

The City Council has historically taken a strong position of leasing City property in lieu of property sale, however staff was not able to identify an adopted City Council policy.

Capital Projects

The property is located in a Tier 3 Extreme Wildfire area and experienced a major wildfire caused by lightning on August of 2020. Approximately 90% of the Loyaltan Ranch Property was burned, the existing structures were destroyed, and the corrals fencing used for the grazing lease were damaged. The structures on the property were originally constructed between 1920 and early 1950 and were unusable prior to the fire. Prior to the fire, staff was pursuing demolition of the structures on the property to reduce potential liability exposure to the City. Initial estimates for demolition prior to the fire were approximately \$200,000. The project plans will need to be updated to reflect the fire damage and complete demolition of structures. In addition, the livestock corrals were damaged during the fire and discussions with the grazing lessee will be required to determine the extent of replacement corrals to be provided by the City.

The Loyaltan Ranch Property has a perimeter of approximately 51 miles, though the entire property does not have a full perimeter fence. The property has been posted as “No Trespassing” and being “City of Santa Clara Property” at roadway entrances and gates. The majority of the fencing was damaged during the August 2020 wildfire. On September 7, 2021, staff presented a proposed amendment to the design contract with Bellecci & Associates, Inc. (RTC 21-530) to proceed with plans and specification to demolish the fire damaged buildings, aerial survey of the property fencing and design of new fencing and associated repairs. Council did not move forward with the contract pending decisions on the sale of the property.

DISCUSSION

City staff is returning to complete the policy discussion directed by Council to continue the August 17, 2021 discussion and the matters raised by the City Attorney are further addressed in this section of the report. At that meeting, staff presented the following three alternatives for Council consideration:

1. Direct staff to develop a strategy for the sale of the Loyaltan Ranch Property and present it to the City Council at a future meeting;
2. Note and file this report and take no further action; and
3. Any other alternative as approved by Council.

Staff would like to provide additional context for Alternative 1 based on a recent correspondence received from the California Department of Fish and Wildlife (CDFW) and Councilmembers’

questions from the August 17, 2021 discussion.

Correspondence from California Department of Fish and Wildlife

On September 27, 2021, the City received an email from CDFW expressing an interest in purchasing the Loyalton property for conservation and open for public recreation. A copy of that email is attached to this report. Staff replied to CDFW staff to inform them of tonight's discussion.

Surplus Land Act Requirements

The former City Attorney raised concerns about the recent amendments to the Surplus Land Act that require the City to follow certain procedures before disposing of City-owned real property. These amendments are intended to advance the State's interest in increasing the inventory of land available primarily for affordable housing, but also for parks and recreation and open-space purposes. The California Department of Housing and Community Development (HCD) is responsible for enforcing the Surplus Land Act (includes possible monetary penalties). In addition, certain private entities may file a lawsuit to enforce the Surplus Land Act.

In general terms, before the City may begin negotiating the disposition of City-owned real property, it must adopt a resolution declaring the property as either "surplus" or "exempt surplus". Disposition includes both sales and long-term lease agreements. The City's determination on whether a property is surplus or exempt surplus is subject to review by HCD.

For land declared "surplus," the City must provide a notice of availability to certain entities, generally affordable housing developers and public agencies. If an eligible entity (or entities) sends the City a notice of interest, then the parties have a period of 90-days to negotiate the disposition of the surplus property. If no entity sends a notice of interest, or the negotiations are not fruitful, then the City may negotiate with any other interested party. Prior to any agreement on the proposed disposition of surplus land, the City must submit a report to HCD describing its actions taken in compliance with the Surplus Land Act.

For "exempt surplus" land, these procedures do not apply. However, the Surplus Land Act defines "exempt surplus" in terms of ten technical and somewhat complicated categories. For example, one category is for "local agency surplus land transfers to another local, state, or federal agency for that agency's use." As noted in the Report to Council, the City received an email from the California Department of Fish and Wildlife indicating interest in purchasing the property for conservation and public recreation purposes. It is unclear whether a "transfer" includes a sale of the property to the Department of Fish and Wildfire. In short, staff will need to undertake further research on whether the Loyalton Ranch property would be surplus or exempt surplus.

If the Council decides to pursue a sale (or long-term lease) of the Loyalton Ranch property, then staff from SVP and the City Attorney's Office will research and prepare a resolution with the appropriate determination under the Surplus Land Act for the Council's consideration, as well as an overview of the additional steps required (if any) prior to finalizing any transaction.

Alternative 1 - Strategy for the Sale

If the Council decides to proceed with the sale, staff will need consultant and realtor support for the process. Some of the steps required will include:

1. An RFP to select and recommend a realtor/broker;

2. Consultant support for the Surplus Land Act process including legal support;
3. Updated property appraisal;
4. Council consultant/realtor contract(s) award; and
5. Future Council discussion on sale strategy and next steps.

ENVIRONMENTAL REVIEW

The discussion on the potential sale of Government Property is not a project within the meaning of the California Environmental Quality Act ("CEQA"). If the City Council directs further action to proceed toward a proposed sale of a surplus government property, the project review will include analysis in accordance to CEQA Guidelines section 15206(b)(4), 15312 and 15061(b)(3).

FISCAL IMPACT

Fiscal impact will vary based on Council direction. If City Council requests further action, staff will return with analysis to include the fiscal impact of any option.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Direct staff to develop a strategy for the sale of the Loyaltan Ranch Property and present it to the City Council at a future meeting;
2. Note and file this report and take no further action; and
3. Any other alternative as approved by Council.

RECOMMENDATION

Staff has no recommendation and is seeking Council direction on whether additional steps toward the sale of the Loyaltan Ranch Property should be implemented.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

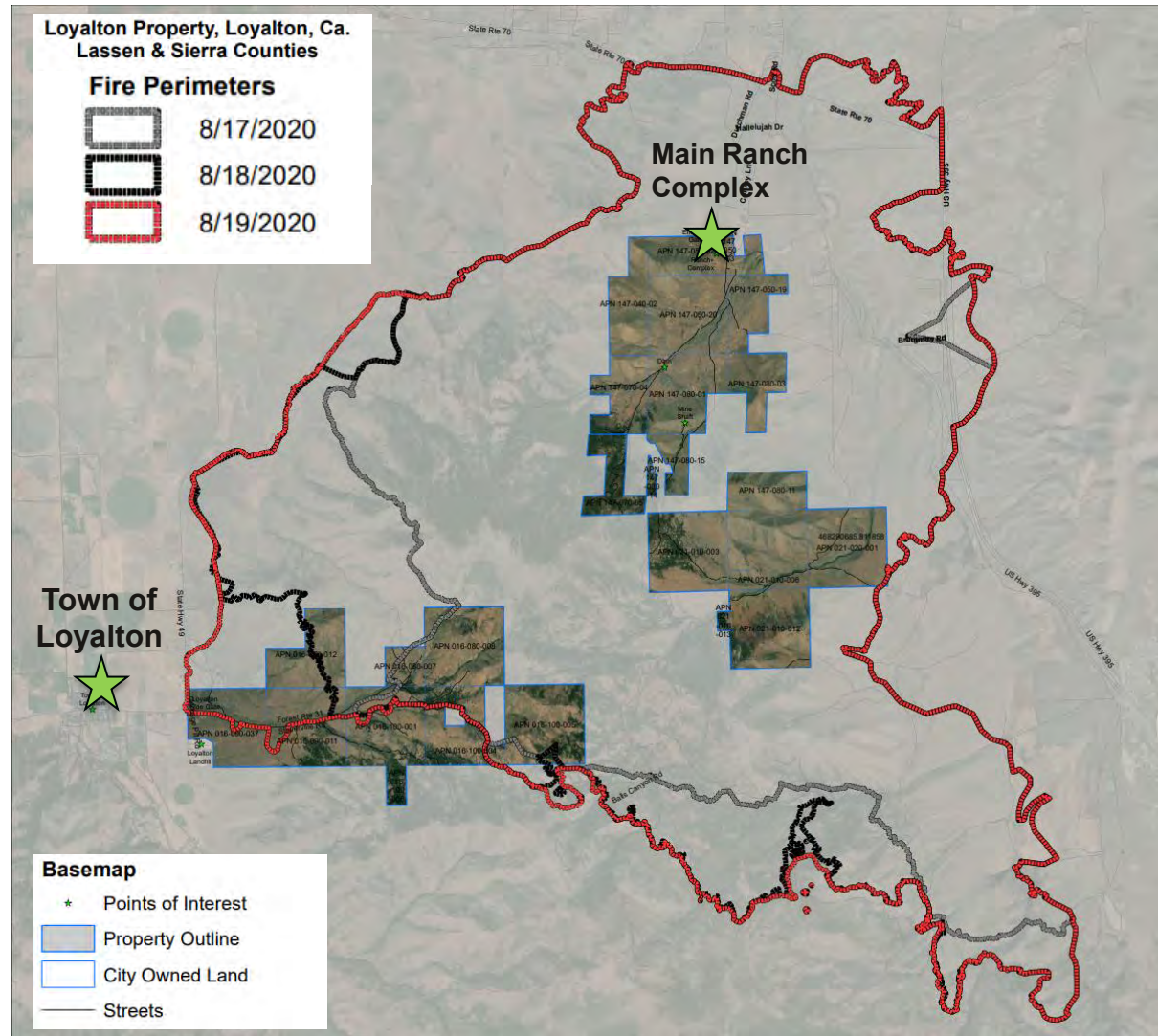
ATTACHMENTS

1. Loyaltan Property Map and Pictures
2. Loyaltan Appraisal
3. Councilmember Jain Presentation from August 17, 2021
4. Email from California Department of Fish and Wildlife (CDFW)
5. eComment from the 10/26/21 Council and Authorities Concurrent and Special Stadium Authority Meeting

Attachment 1

Loyalton Wildfire

- Background on Loyalton Ranch Property: In 1977, the City purchased approximately 10,000 acres of undeveloped land located within Lassen, Sierra and Plumas Counties.
- Cause of Fire: Lightning
- Burned over 46,000 acres.
- **More than 90% of the City's** Loyalton Ranch Property affected by the fire.



Attachment 1

Loyalton Property (after Loyalton Fire)

After Loyalton Fire



Before Loyalton Fire



Attachment 1

Ranch House (after Loyalton Fire)



Before Loyalton Fire

Attachment 1

Foreman's Cabin (after Loyalton Fire)



Attachment 1

Loyalton Property (after Loyalton Fire)





Valbridge
PROPERTY ADVISORS

Appraisal Report

Loyalton Ranch Property
Loyalton, Sierra & Lassen County, California

Report Date: April 2, 2021



FOR:

City of Santa Clara
Mr. Joseph Bruzzone P.E.
Electric Utility Engineer
1500 Warburton Avenue
Santa Clara, California 95050

**Valbridge Property Advisors |
Northern California**

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valbridge.com

Valbridge File Number:
CA05-20-0175



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April 2, 2021

John A. Hillas, MAI, SRA
209.569.0450, ext. 7301
jhillas@valbridge.com

Mr. Joseph Bruzzone P.E.
Electric Utility Engineer
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

RE: Appraisal Report
Loyalton Ranch Property
Loyalton, Sierra County, California 96118

Dear Mr. Bruzzone P.E.:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property, as referenced above, is located within the Sierra and Lassen counties, East of Loyalton and West of Cold Springs, and is further identified as tax parcel numbers 147-040-02-11, 147-050-02-11, 147-050-03-11, 147-050-19-11, 147-050-20-11, 147-070-04-11, 147-070-05-11, 147-080-01-11, 147-080-03-11, 147-080-11-11, 147-080-14-11, 147-080-15-11, 021-010-003, 021-020-001, 016-100-004, 016-090-059, 021-010-006, 021-010-012, 016-100-005, 016-080-008, 016-070-012, 016-090-011, 021-010-013, 016-100-001, 016-100-006 and 016-080-007. The subject is a 10,273.95-acre ranch with several smaller components as will be discussed herein.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The client in this assignment is the City of Santa Clara and the intended user of this report is Joseph Bruzzone with the City of Santa Clara and no others. The sole intended use is to determine a value for a possible sale of the property. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

Hypothetical Conditions:

- None

Based on the analysis contained in the following report, our value conclusion is as follows:

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
Value Conclusion	\$4,110,000
	<i>\$400.04 per acre</i>

Respectfully submitted,
Valbridge Property Advisors | Northern California



John A. Hillas, MAI, SRA
Managing Director
California Certified License #AG002432
January 21, 2021

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Summary of Salient Facts

Summary of Salient Facts

Property Identification

Property Name	Loyalton Ranch Property
Property Address	East of Loyalton and West of Cold Springs in Sierra and Lassen Counties
Latitude & Longitude	39.67918, -120.130868
Tax Parcel Numbers	147-040-02-11,147-050-02-11,147-050-03-11,147-050-19-11,147-050-20-11,147-070-04-11,147-070-05-11,147-080-01-11,147-080-03-11,147-080-11-11,147-080-14-11,147-080-15-11,021-010-003,021-020-001,016-100-004,016-090-059,021-010-006,021-010-012,016-100-005,016-080-008,016-070-012,016-090-011,021-010-013,016-100-001,016-100-006 and 016-080-007
Property Owners	City of Santa Clara

Site

Zoning	General Forrest, Mixed-industrial, Open Space (GF,MI,OS)
FEMA Flood Map No.	06091 C0250C (02/02/2012)
Flood Zone	Zone X, Not a Designated Flood Prone Area
Gross Land Area	10,273.950 acres
Usable Land Area	10,273.950 acres
Sierra County Acres	6,371.460 acres
Lassen County Acres	3,902.490 acres
Total Land Area	10,273.950 acres

Valuation Opinions

Highest & Best Use - As Vacant	Grazing land
Reasonable Exposure Time	Four to Six Months
Reasonable Marketing Time	Four to Six Months

Value Indications

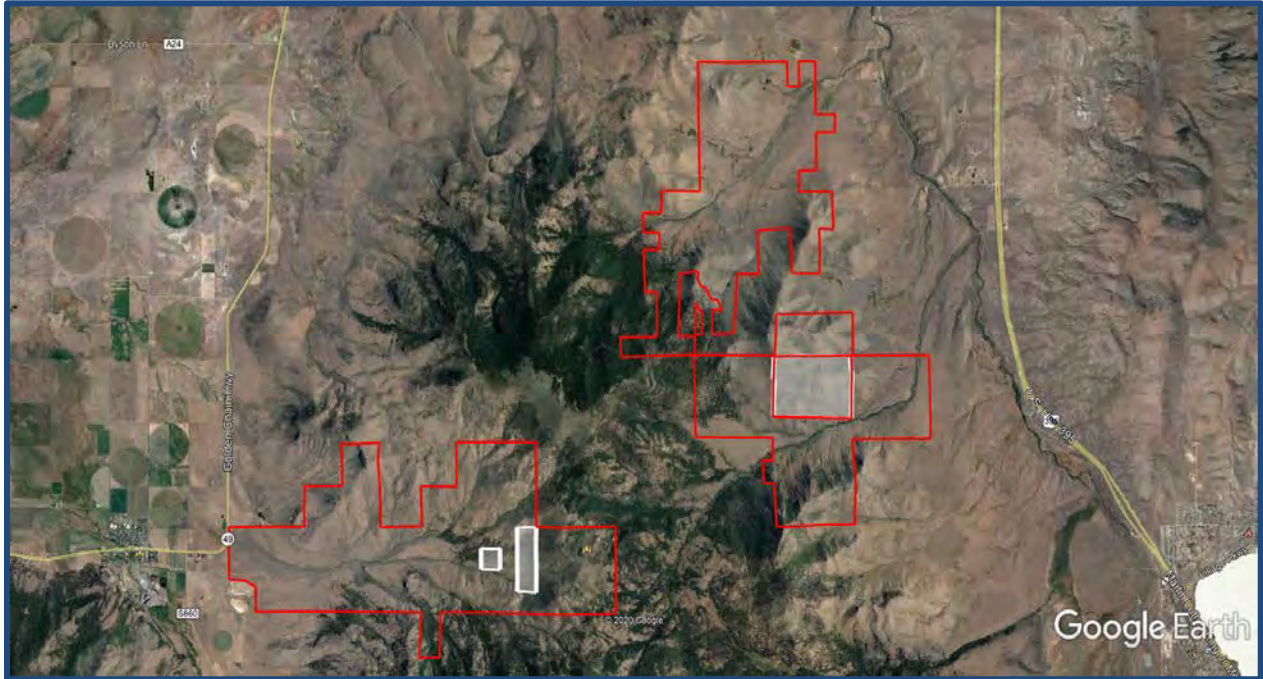
Approach to Value	As Is
Cost	Not Applicable
Sales Comparison	\$4,110,000
Income Capitalization	Not Applicable

Value Conclusion

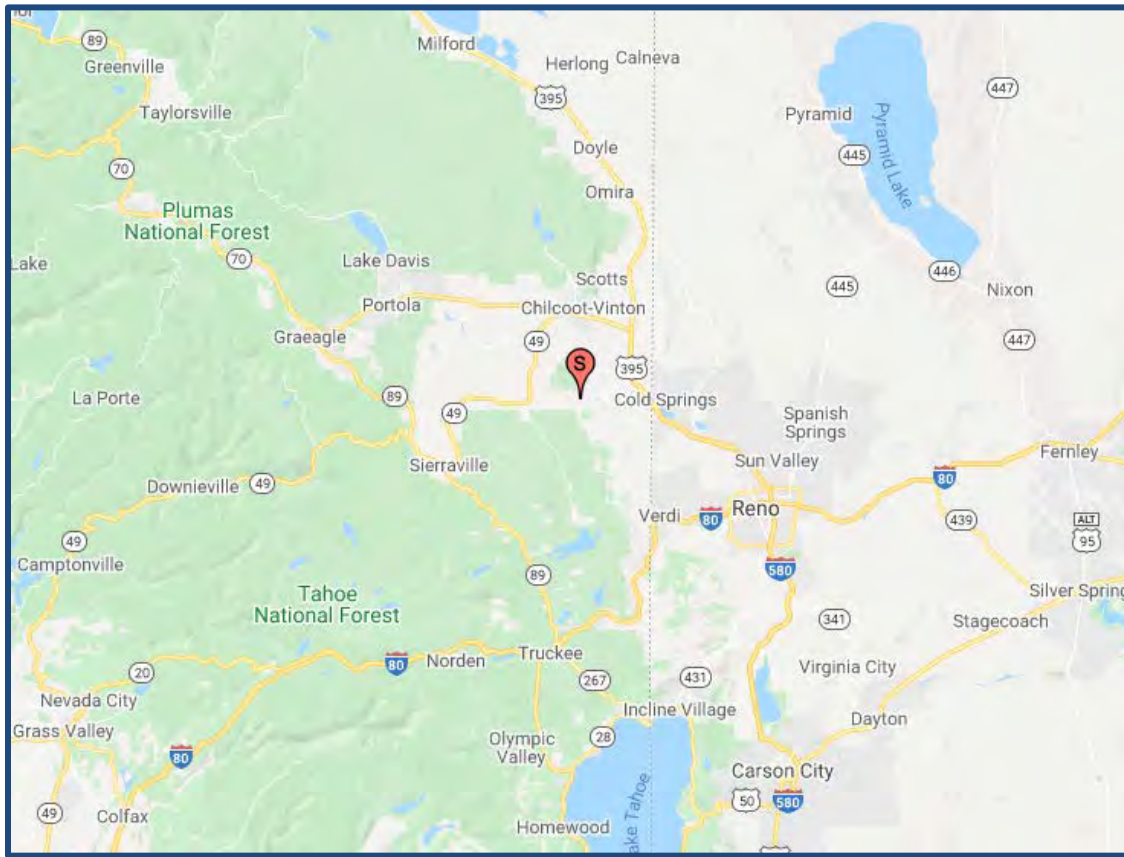
Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
Value Conclusion	\$4,110,000
	<i>\$400.04 per acre</i>

Aerial Photograph

AERIAL VIEW



Location Map



Introduction

Client and Intended Users of the Appraisal

The client in this assignment is the City of Santa Clara and the sole intended user of this report is Joseph Bruzzone with the City of Santa Clara.

Intended Use of the Appraisal

The sole intended use of this report is to determine a value for a possible sale of the property.

Real Estate Identification

The subject is located within Sierra and Lassen counties, East of Loyalton and West of Cold Springs, and is further identified by tax parcel numbers 147-040-02-11, 147-050-02-11, 147-050-03-11, 147-050-19-11, 147-050-20-11, 147-070-04-11, 147-070-05-11, 147-080-01-11, 147-080-03-11, 147-080-11-11, 147-080-14-11, 147-080-15-11, 021-010-003, 021-020-001, 016-100-004, 016-090-059, 021-010-006, 021-010-012, 016-100-005, 016-080-008, 016-070-012, 016-090-011, 021-010-013, 016-100-001, 016-100-006 and 016-080-007.

Legal Description

A legal description of the property was not provided. The assessor parcel numbers, maps and exhibits herein are considered to adequately identify the property.

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was agricultural undeveloped land.

Use of Real Estate as Reflected in this Appraisal

Same as above.

Ownership of the Property

According to public records, title to the subject property is vested in the City of Santa Clara.

History of the Property

Ownership of the subject has not changed within the past three years. According to the City of Santa Clara, the property was purchased in 1977 for \$1,613,850 (\$157/acre). We have considered and analyzed the known history of the subject in the development of our opinions and conclusions.

Analysis of Listings/Offers/Contracts

The subject is not currently listed for sale or under contract for sale. There have been no known offers to purchase the subject.

Type and Definition of Value

The appraisal problem is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests.*
- *A reasonable time is allowed for exposure in the open market.*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.*

The value conclusions apply to the value of the subject under the market conditions presumed on the effective date of value. Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed an opinion of value for the subject property under the following scenario of value:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	May 20, 2020

Date of Report

The date of this report is April 2, 2021.

List of Items Requested but Not Provided

- None

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

Hypothetical Conditions

- None

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via county records and assessor plats from Lassen and Sierra County.
- Economic Characteristics - Economic characteristics of the subject were identified via information provided by the client, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via information provided by our client, as well as aerial photography from Google Earth, topographic maps and other technology resources.

Extent to Which the Property Was Inspected

The property was not physically inspected by the appraiser. The subject property consists of over 10,000 acres of rural acreage, much of which has limited accessibility. Our analyses of available aerial photography and topographic maps was considered the best way to understand the physical characteristics of the property. The appraiser also has familiarity with the general area.

Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. One or more of these approaches are used in all estimations of value.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the Sales Comparison Approach. The Cost Approach was not used because this is an appraisal of land only and there are no improvements for which costs can be estimated and accrued depreciation quantified. The Income

Capitalization Approach was not used because this is an appraisal of land only and market participants do not employ this approach for valuing land only. Such acreage is not traded on the basis of the revenue it would generate, but rather on the sale price per acre of land area (Sales Comparison Approach.)

Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

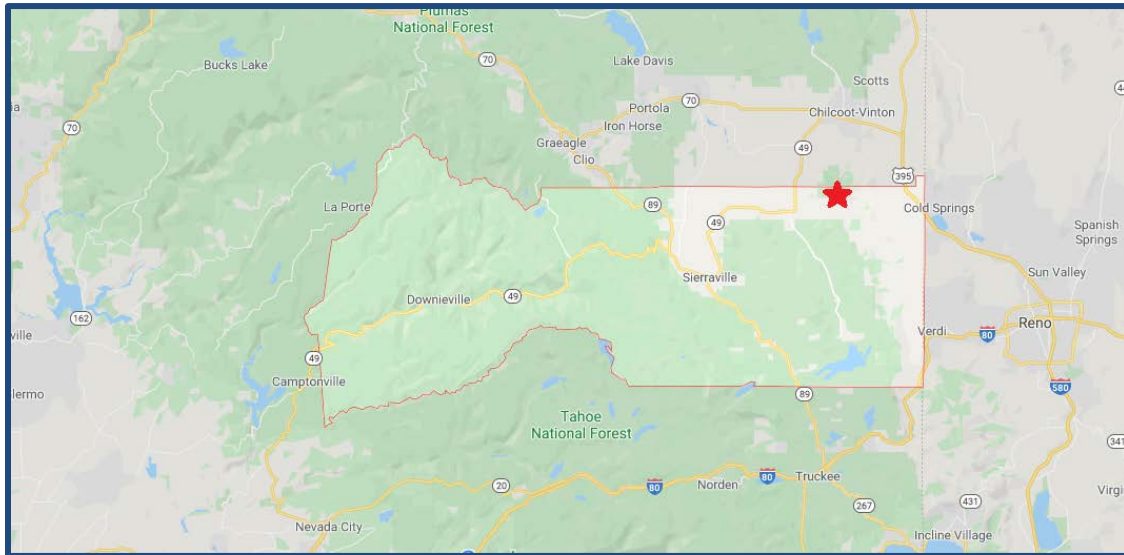
This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional and Market Area Analysis

REGIONAL MAP



Overview

The subject property is located near Loyalton, California with parcels sitting in both Sierra and Lassen counties. This area is in the northern/northeastern portion of the State. Both counties border the state of Nevada in a mountainous area rich in forestry and full of wildlife. These counties have a combined population of approximately 37,000 with only roughly 700 of those people residing in Loyalton. The area was settled in the 1950s, with the City being established in 1864. Loyalton is much the same today as it was back then and even refers to itself as the “city with more animals than people.”

Note that much of the following pertains to Sierra County but would be similar for Lassen County.

Population

Sierra county has a very small population with only about 3,214 residents, and while Lassen county is larger in population, housing 32,981 residents as of 2019, both counties are still very small compared to the rest of the state.

According to the Site to Do Business projections, presented below, both Sierra and Lassen counties are expected to see a decrease in population with a change of -0.4% annually between 2019-2024.

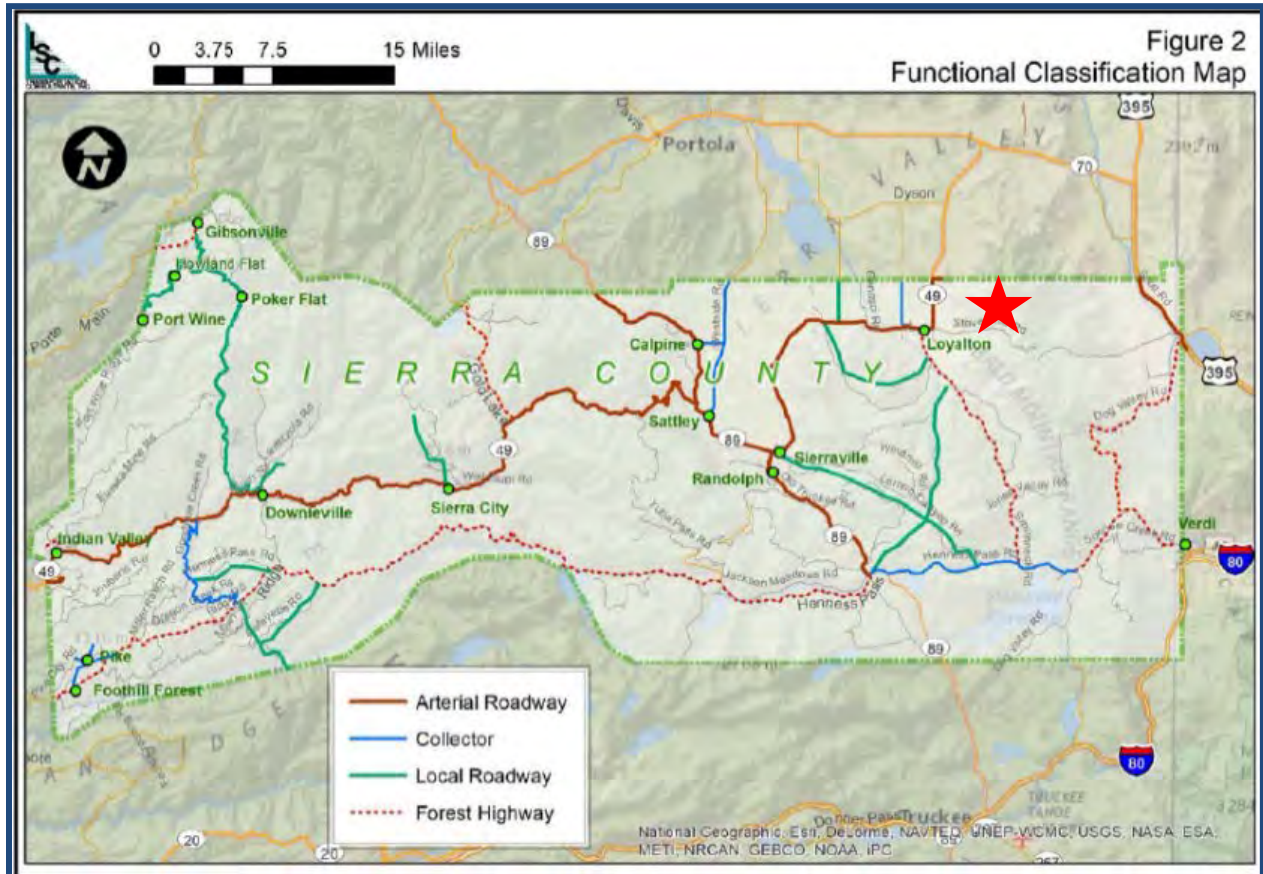
Population

Area	2000	2010	Annual % Change 2000 - 10	Estimated 2019	Projected 2024	Annual % Change 2019 - 24
United States	281,421,906	308,745,538	1.0%	332,417,793	345,487,602	0.8%
California	33,871,648	37,253,956	1.0%	39,813,541	41,166,386	0.7%
Lassen County	33,828	34,895	0.3%	32,981	32,284	-0.4%
Sierra County	3,555	3,240	-0.9%	3,214	3,149	-0.4%

Source: Site-to-Do-Business (STDB Online)

Transportation

Public transportation in Sierra County is very limited. There is no fixed route transit service, but public transportation is provided by two non-profit transit services, which services both Sierra County and the City of Loyalton. These services are open to the general public but primarily specialize in the elderly and disabled population. Considering the small population and the rural nature of Sierra County, there are currently no plans to increase or add public bus services as it is not necessary or financially feasible at this time.



Air service in the area is very minimal. The Sierraville Dearwater Field Airport is the only designated airport in Sierra County, and it is classified as a Basic Utility airfield. The airport provides a link for local and regional aviation uses. The field is used for recreation, ingress and egress for regional events, occasional charter services and emergency services. Air freight in the county is limited to occasional service by private aircraft. Residents in Sierra county typically use airports in Reno, Sacramento, and San Francisco for their commercial needs.

With such a small population, traffic congestion is not usually a problem in the City of Loyalton or the Sierra/Lassen County areas. About 64 miles of State Route 49 runs east-west through Sierra County and Loyalton. State Route 89 runs from Nevada County to the Plumas County line, crossing through about 30 miles of Sierra County. SR 89 largely carries local, commercial, and recreational traffic through undeveloped forest land with restricted access. US 395 runs through the northeastern corner of the county. A 1.6-mile-long section of I-80 passes through the southeastern corner of Sierra County.

Employment

The services sector provides the largest number of jobs in Sierra County. The second largest employment sector in the region is construction. The third largest percentage of jobs is provided by public administration.

Employment by Industry - Sierra County, CA

Industry	2019 Estimate	Percent of Employment
Agriculture/Mining	81	6.50%
Construction	284	22.70%
Manufacturing	42	3.40%
Wholesale trade	1	0.10%
Retail trade	51	4.10%
Transportation/Utilities	135	10.80%
Information	2	0.20%
Finance/Insurance/Real Estate Services	2	0.20%
Services	435	34.80%
Public Administration	214	17.10%
Total	1,249	100.0%

Source: Site-to-Do-Business (STDB Online)

Unemployment

The unemployment rate in Sierra County is currently higher than the rates of the state and nation. The County unemployment rate was 8.5% as of March 2020 (most recent available). That is almost double what it was the year prior. The State of California is at 5.6% while the Nation sits at 3.5% for the same time period.

Unemployment rates locally and nationwide had been on a decreasing trend over the last several years but more recently have increased, as shown in the table below. Due to the recent spread of Covid-19, California issued a "Shelter in Place" order which has led to massive lay-offs throughout the state causing unemployment rates to rise. The full scope of that impact is yet to be seen.

Unemployment Rates

Area	YE 2013	YE 2014	YE 2015	YE 2016	YE 2017	YE 2018	YE 2019	YTD 2020
United States	6.7%	5.6%	5.0%	4.7%	4.1%	3.9%	3.5%	3.5%
California	8.0%	6.6%	5.6%	5.1%	4.3%	4.2%	3.7%	5.6%
Sierra County	11.9%	10.2%	8.4%	8.3%	5.8%	5.8%	4.5%	8.5%

Source: Bureau of Labor Statistics - Year End - National & State Seasonally Adjusted

Median Household Income

Lassen and Sierra Counties have a median household income which is quite a bit lower than that of the state and national average but is expected to grow by about 1.5-3 percent over the next four years. Total median household income for the region is presented in the following table. Overall, the subject compares unfavorably to the state and the country.

Median Household Income

Area	Estimated 2019	Projected 2024	Annual % Change 2019 - 24
United States	\$60,548	\$69,180	2.9%
California	\$74,520	\$86,333	3.2%
Lassen County	\$54,165	\$62,166	3.0%
Sierra County	\$53,341	\$57,386	1.5%

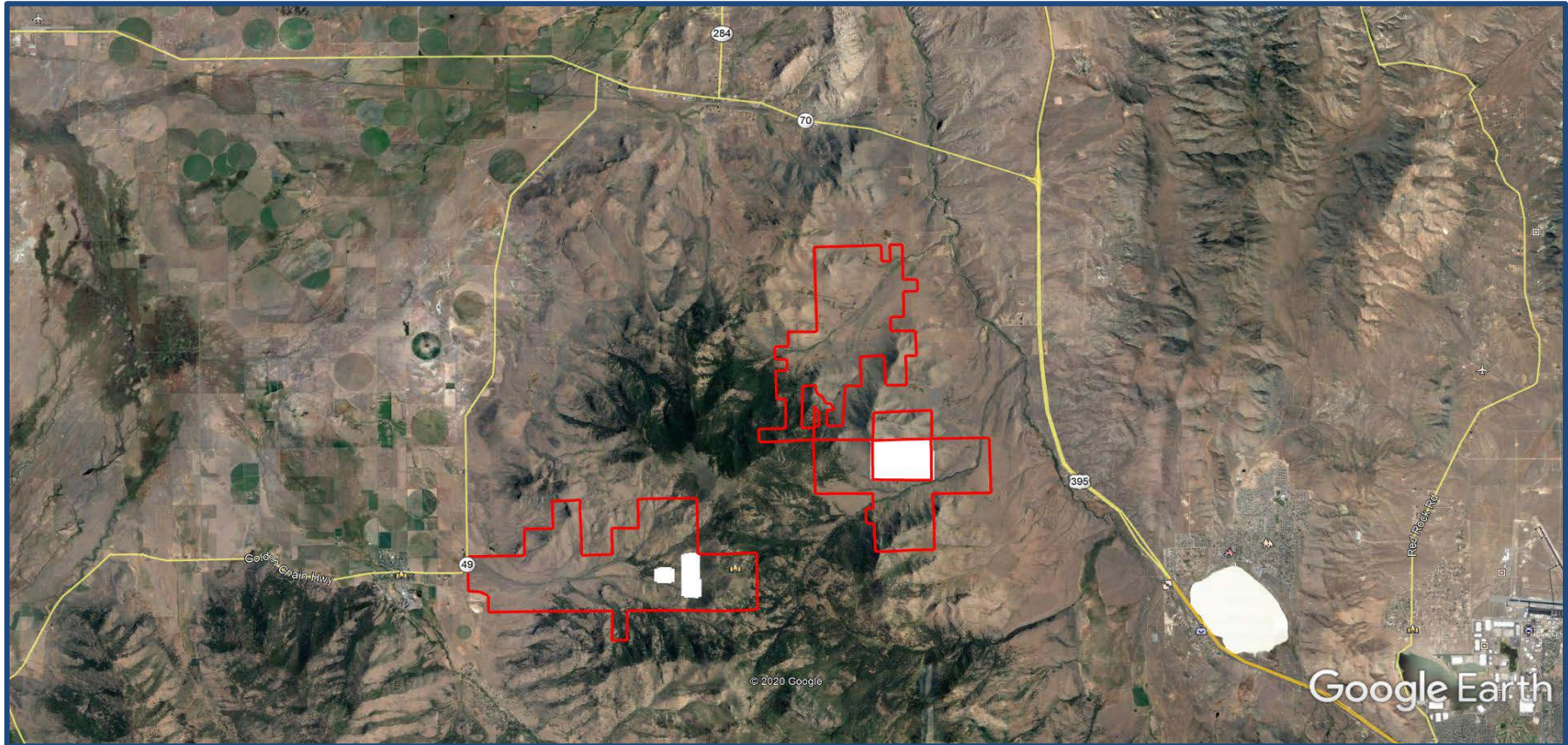
Source: Site-to-Do-Business (STDB Online)

Conclusions

Sierra County and Lassen County are well up into the Sierra Nevada and consist mostly of rural/remote acreage and small communities. With a decreasing population, aging work force and limited local training options the pool of workers in this area is quite small and talent attraction is difficult due to lack of housing availability. Most of the housing is owner occupied with limited rental options. There is a significant amount of land that is owned by the Federal or State Government. Although Loyalton is the biggest community within Sierra County it has been called “the loneliest town in America” because visitors are few and far between. Despite the scenic views and pleasant small-town atmosphere, there is not much to attract tourism keeping the town much as it was 150 years ago: small, quiet, and full of wildlife and natural beauty.

In the near term, the outlook for 2020 is clouded by the unknowns associated with the new coronavirus. There are increasing impacts on many businesses as people curb their activity, and certain industries are already being severely affected. The outlook is for a market softening, but as is the case for other disasters, any extended marketing times or negative impacts on values will subsequently tend to wane and return to some degree of normalcy. The timeline remains unknown.

GOOGLE AERIAL



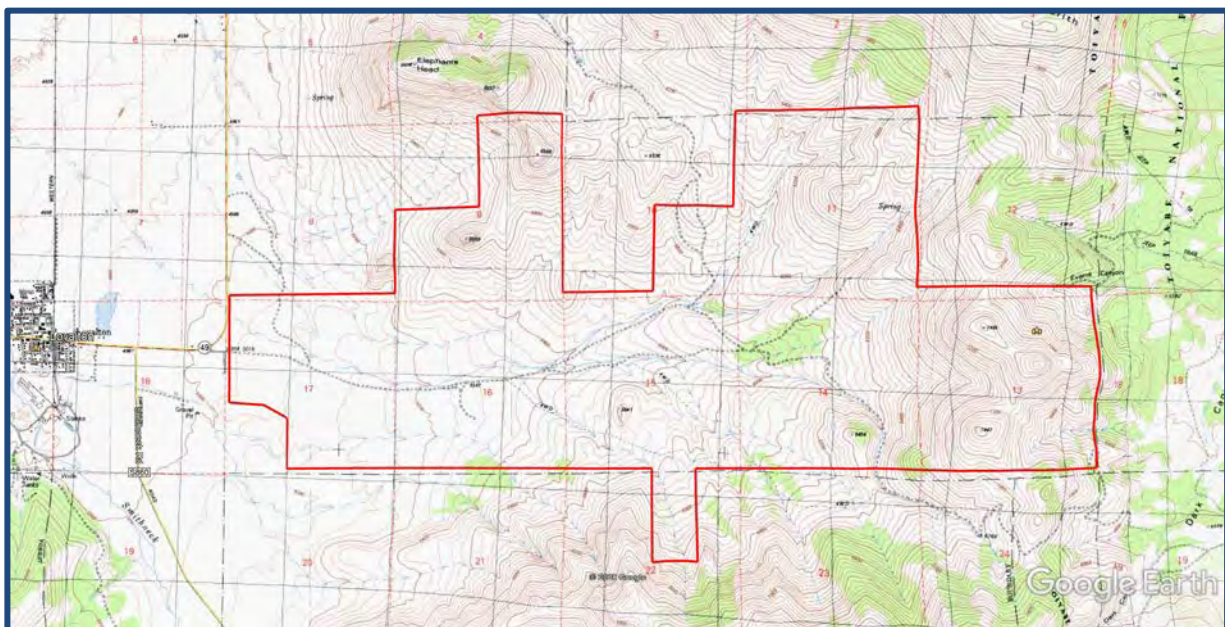
The subject acreage is outlined in red. The white shaded areas within the boundaries of the subject acreage are Federal or State owned land. The town of Loyaltan is to the southwest, Cold Springs and other suburbs of Reno are to the east/southeast.

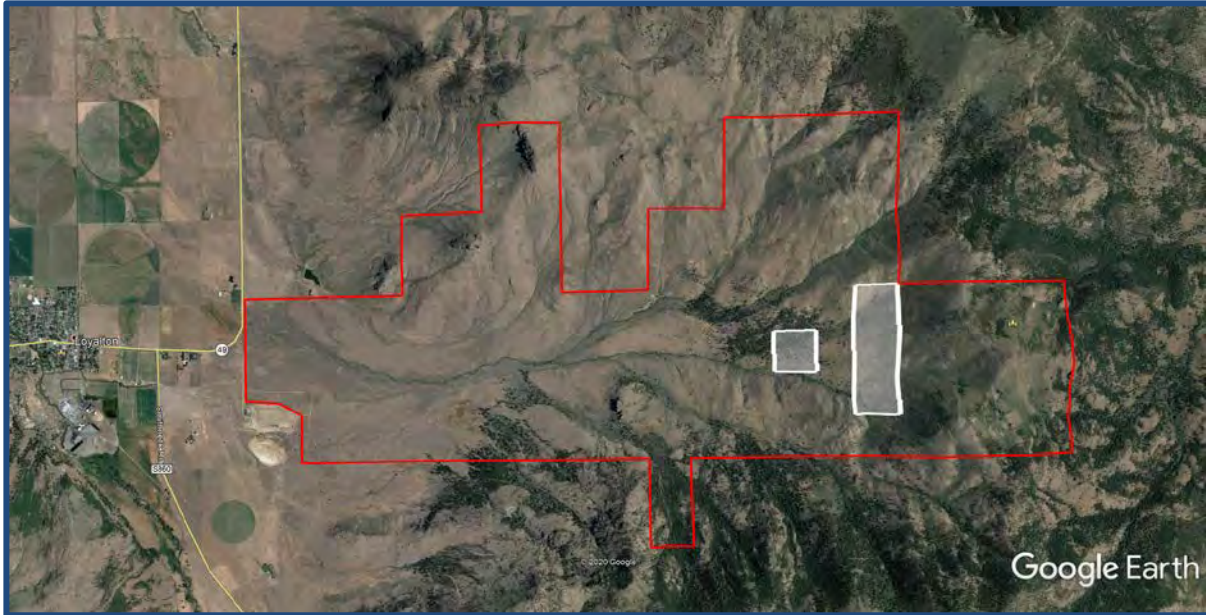
Site Description

The subject property is located in northeastern California, about 100 air miles northeast of Sacramento, and about 20 air miles northwest of Reno. The property is just east of Loyalton, and northwest of Cold Springs, Nevada. The characteristics of the site are summarized as follows:

Site Characteristics

Summary:	The property consists of three components of acreage that is remote and in a generally native state. The acreage has historically been used as seasonal grazeland.
Location:	The acreage is within Sierra County and Lassen County, CA, just east of Loyalton, CA and just west of Cold Springs, Nevada.
Gross Land Area:	10,273.95 Acres
Lassen County Acres:	3,902.49 Acres
Sierra County Acres:	6,371.46 Acres
Shape:	Irregular
Topography:	Topography ranges from lower mildly sloping flatlands to steep sloping areas and peaks. Following is a brief description of each of the three main components of the property.
Western Acreage:	The western acreage, just east of Loyalton, is relatively flat in the western portion at about 5,000 feet elevation, extending easterly to peaks that are almost 7,500 feet high. There is somewhat of a valley that extends upward in elevation from the west to the east, sloping up also toward the north and south. There are several "jeep" trails identified on the topographic map, and one named "road" (Staverville Road) that is basically a trail.



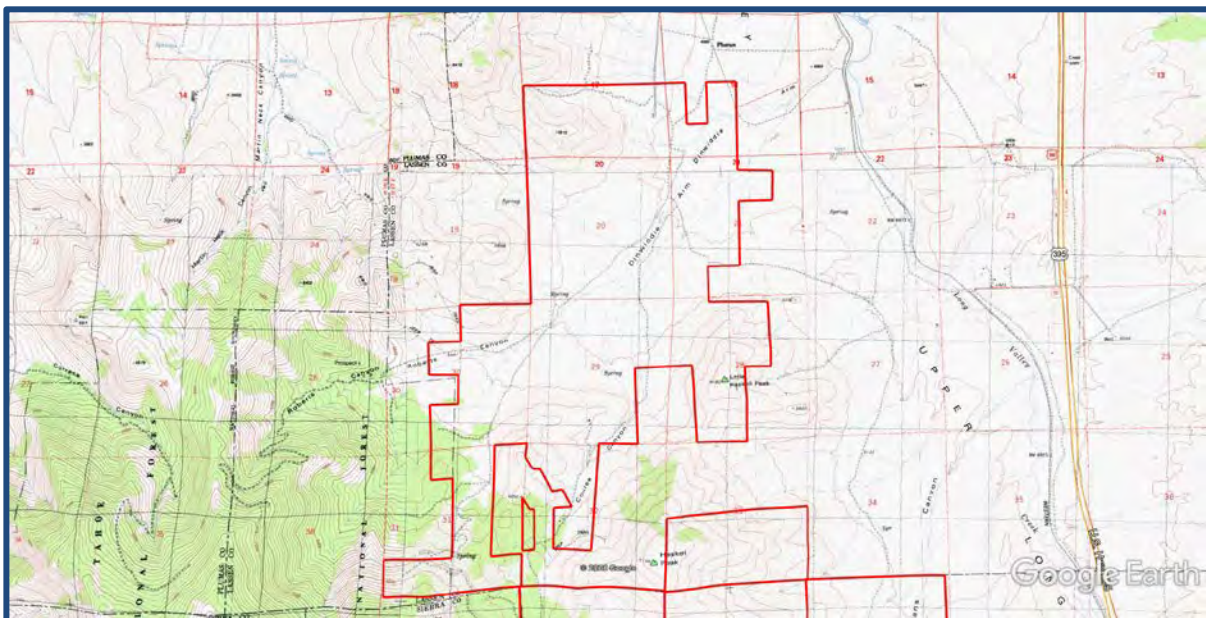
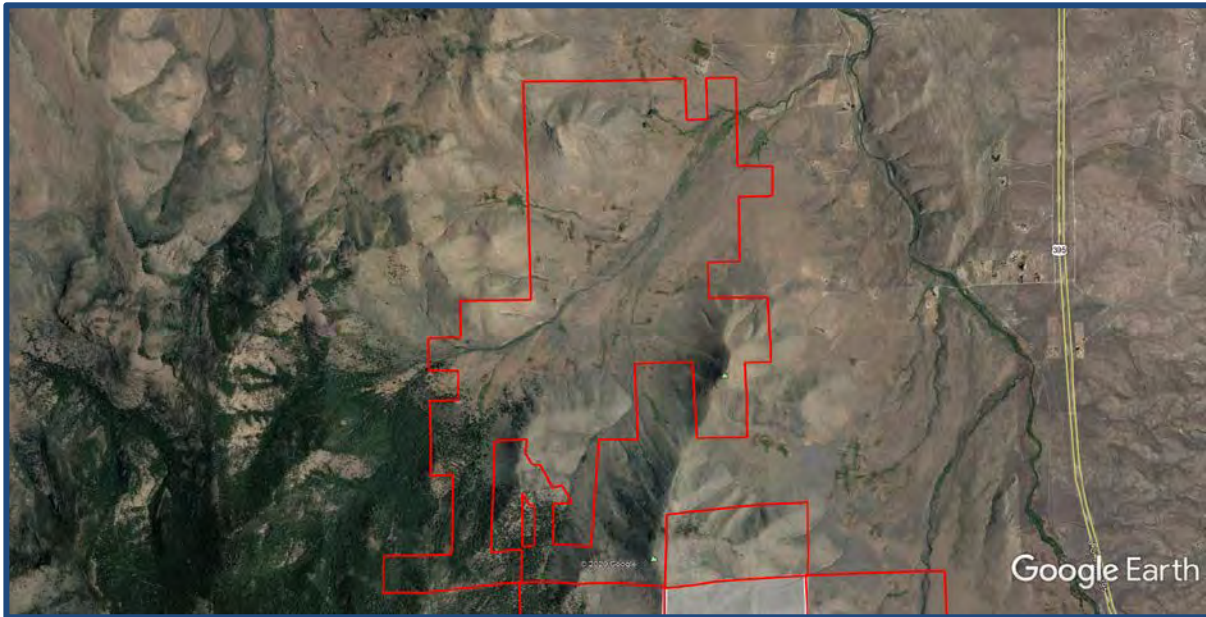


There are several high peaks in this portion of the property. Notably, there are two “islands” of public land reflected in the white shaded areas in the aerial image above.

Northeastern Acreage:

The northeastern acreage is southwest of the intersection of Highway 70 and the 395 Freeway, just east of Reno Junction. This is considered the main ranch area with a farmstead in the northern portion.

This acreage has a significant amount of nearly level or gently sloping acreage, sloping up to the south and southeast, as well as to the northwest. The lower area in the northeast part of this acreage is at about 5,000 feet elevation, extending southerly to just over 6,000 feet, with higher areas up to 7,000 feet to the southwest.

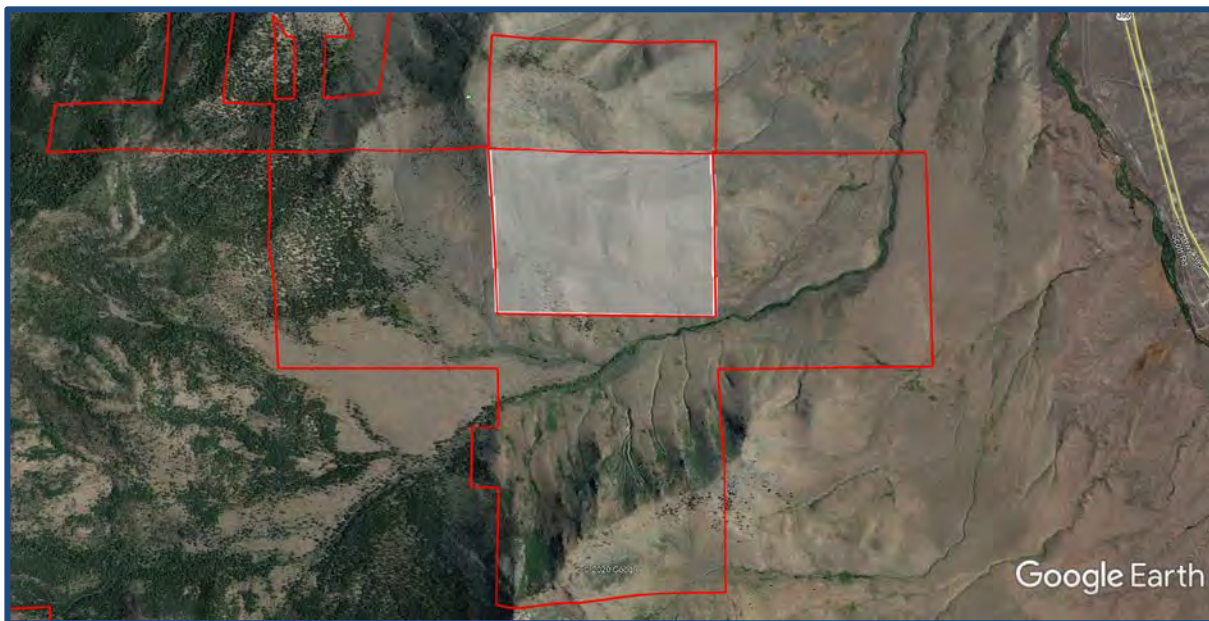
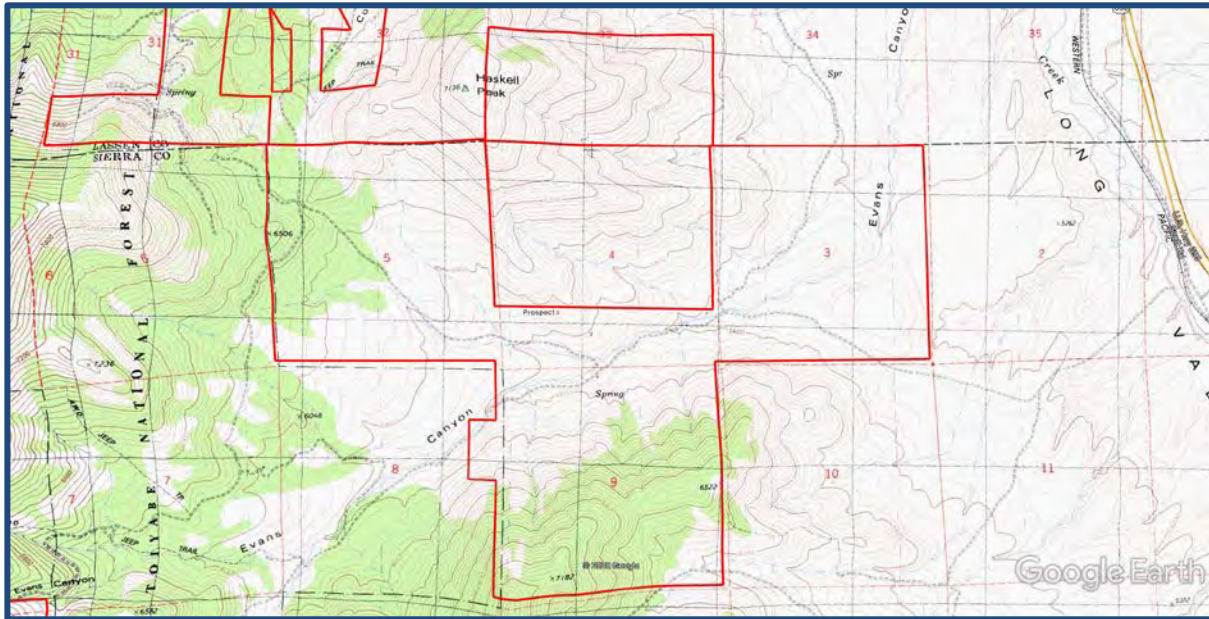


There is publicly owned land adjacent to the south. One small portion of the subject is an island within this public land.

Southeastern Acreage:

The southeastern component of the property is similar to the others in that it has valley areas and high peaks, but it differs from the other two property components in that it has inferior access.

As reflected in the aerial photo below, there is a portion of public land (white shaded) that extends into the subject acreage, with additional subject acreage north of that. Aside from "touching" the southern edge of the northeastern part of the property, it is not technically adjoining.



Note in the topographic map above where the Lassen/Sierra County line crosses the property.

Utilities:

Electric power is believed to exist at the western edge near Loyaltan, and in the northeastern part of the property near the existing farmstead. The main ranch site has a domestic well.

Access:

The acreage is considered remote. The property is accessible from the southwest corner where Garbage Pit Road connects with Staverville Road. Staverville Road runs West-East through the Southern portion of the Sierra County parcels.

There is also access from the northeast, with ranch roads extending southwesterly. There is also a ranch road which appears to extend easterly from the northeast acreage to Bringman Road and the 395 freeway.

The southeast part of the property has inferior access when compared to the other two property components. There is a trail/road which extends from the 395 freeway toward the southeastern part of this southeastern acreage, but it would require an offroad vehicle.

Significantly, legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

Other Site Conditions

Soil Type:	This is remote hilly acreage at 5,000 to 7,500 feet elevation. It is rocky and typically consists of soils that would not be highly rated for productive agriculture, other than seasonal grazeland.
Environmental Issues:	An environmental site assessment report was not furnished for our review. The appraisers are not considered experts in hazardous materials. The client is advised to obtain a report from an environmental expert if further investigation is desired. It is assumed that the property is free of any environmental concerns.
Easements/Encroachments:	A Preliminary Title Report was not provided for review. We note that appraisers are not experts with regard to matters of title. We assume that there are no easements or encumbrances or other matters of record that would materially affect the value of the subject property either positively or negatively.
Earthquake Zone:	The property is not located in an Alquist-Priolo Special Studies Zone for earthquake hazard. Earthquake hazard is typical for the overall area.
Wetlands Classification:	Not applicable

Zoning Designation

Zoning Jurisdiction:	Sierra County and Lassen County
Zoning Classification:	Sierra: GF (General Forest) and A1 (Agriculture 1) Lassen: OS (Open Space)
General Plan Designation:	Sierra: Agricultural, Forest Lassen: Extensive Agriculture
Permitted Uses:	Permitted uses are primarily agricultural in nature. Limited residential use is also allowed. The forest designation provides for the harvest of timber where there is adequate supply/access.

Analysis/Comments on Site

The subject consists of acreage in the northeast part of the state of California, just northwest of Reno, Nevada. It includes $\pm 6,371.46$ acres in Sierra County, and $\pm 3,902.49$ acres in Lassen County. There are three separate ranch components, including the $\pm 3,582.49$ acre main headquarters ranch accessible from the north, $\pm 4,272.46$ acres in the southwest portion, just east of Loyalton, and a third component east of Loyalton and south of the main headquarters ranch. This third component in the southeast is more remote with inferior access. It amounts to $\pm 2,419$ acres. The main headquarters ranch includes a farmstead, but the property is otherwise unimproved but for fencing. There are no known developed irrigation systems, the acreage is served by natural ponds and creeks, etc.

The property has historically been used for seasonal grazeland. With elevations of 5,000 to over 7,000 feet in the Sierra Nevada, snow limits grazing during winter and into the early spring.

Assessment and Tax Data

Assessment Methodology

The State of California has provided for a unified system to assess real estate for property taxes. Assessment Districts are established on a county basis to assess real estate within the county. The appraised property falls under the taxing jurisdiction of Lassen and Sierra Counties and is subject to both general taxes and direct assessments.

Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates and total taxes including direct assessments are shown in the following table. The first 12 parcels are in Lassen County, the others are in Sierra County.

There are no tax bills for two of the subject parcels.

Tax Schedule

Tax Year	Parcel Number	Assessed Value - Land	Assessed Value - Imp.	Assessed Value	Tax Rate	Special Assessments	Tax Expense
1	2019 147-040-02-11	\$16,407		\$16,407	1.000000%		\$164
2	2019 147-050-02-11	\$22,975	\$38,607	\$61,582	1.000000%		\$616
3	2019 147-050-03-11	No Data		No Tax Bill			----
4	2019 147-050-19-11	\$13,126		\$13,126	1.000000%		\$131
5	2019 147-050-20-11	\$26,258		\$26,258	1.000000%	\$275	\$538
6	2019 147-070-04-11	\$15,989		\$15,989	1.000000%		\$160
7	2019 147-070-05-11	\$13,126		\$13,126	1.000000%		\$131
8	2019 147-080-01-11	\$22,524		\$22,524	1.000000%		\$225
9	2019 147-080-03-11	\$14,729		\$14,729	1.000000%		\$147
10	2019 147-080-11-11	\$34,812		\$34,812	1.000000%		\$348
11	2019 147-080-14-11	\$1,097		\$1,097	1.000000%		\$11
12	2019 147-080-15-11	\$8,283		\$8,283	1.000000%		\$83
13	2019 016-070-012	\$98,400		\$98,400	1.047000%	\$144	\$1,174
14	2019 016-080-007	\$27,579		\$27,579	1.047000%	\$48	\$337
15	2019 016-080-008	\$131,200		\$131,200	1.047000%	\$192	\$1,566
16	2019 016-090-011	\$131,200		\$131,200	1.047000%	\$192	\$1,566
17	2019 016-090-059	\$104,796		\$104,796	1.047000%	\$154	\$1,251
18	2019 016-100-001	\$131,200		\$131,200	1.047000%	\$192	\$1,566
19	2019 016-100-004	\$98,400		\$98,400	1.047000%	\$144	\$1,174
20	2019 016-100-005	\$103,421		\$103,421	1.047000%	\$51	\$1,134
21	2019 016-100-006	No Data		No Tax Bill			----
22	2019 021-010-003	\$131,200		\$131,200	1.047000%		\$1,374
23	2019 021-010-006	\$25,855		\$25,855	1.047000%		\$271
24	2019 021-010-012	\$65,600	\$1,243	\$66,843	1.047000%		\$700
25	2019 021-010-013	\$5,330		\$5,330	1.047000%		\$56
26	2019 021-020-001	\$113,980		\$113,980	1.047000%		\$1,193
Total		\$1,357,487	\$39,850	\$1,397,337		\$1,392	\$15,915

General Taxes

The amount of General Taxes due is quantified by multiplying the assessed value by the tax rate. In the State of California, real estate is assessed at 100% of market value as determined by the County Assessor's Office. The tax rate consists of a base rate of 1% plus any bonds or fees approved by the voters. The County Tax Rate for the Sierra County acreage is 1.047%. The rate in Lassen County is 1.0%

Direct Assessments

Direct assessments are tax levies that are not dependent upon the assessed value of the property. They are levied regardless of assessment. According to the Lassen and Sierra County Tax Collector's Offices, the direct assessments for the subject are \$1,392.

Current and Future Taxes

Proposition 13 was passed by voters in June 1978 and substantially changed the taxation of real estate in California. This constitutional amendment rolled back the base year for assessment purposes to the tax year 1975-1976. Annual increases in assessed value are limited to 2 percent per year, regardless of the rate of inflation. Real estate is subject to re-appraisal to current market value upon a change in ownership or new construction. Property assessments in years subsequent to a change of ownership or new construction are referred to as factored base values.

Proposition 8, which passed in November 1978, states that the Assessor shall lower tax roll values to fair market value whenever the assessed value exceeds fair market value. It mandates that the lower of fair market value or factored base value be placed on the assessment roll. When fair market values are enrolled, the Assessor reassesses the property annually until such time as fair market value again equals or exceeds the factored base year value. For properties that have been owned for several years, the assessed value may not reflect the current fair market value. Furthermore, due to adjustments following a Prop 8 reduction, increases in assessed value can increase substantially more than 2% per year until the assessment again matches the factored base year value.

Conclusions

According to the Lassen and Sierra County Tax Assessors Offices the subject's property taxes are current as of the date of value.

Highest and Best Use

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use As Though Vacant

The primary determinants of the highest and best use of the property As Though Vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned General Forest, Open Space and Agriculture. The zoning controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants, or other use restrictions that would unduly limit or impede development.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature which would adversely impact development with the legal permitted uses. The property has historically been used for livestock grazing and recreational uses.

Financially Feasible

The probable use of the site for agricultural and recreational uses conforms to the pattern of land use in the market area. An agricultural ranch and/or recreational use is feasible and most likely. A residential use as an accessory to the agriculture use is also quite common.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for grazing land.

Conclusion of Highest and Best Use As Though Vacant

The conclusion of the highest and best use as though vacant is for continuation of the current agricultural and recreational use.

Analysis of Highest and Best Use as Improved

In determining the highest and best use of the property as improved, the focus is on three possibilities for the property: (1) continuation of the existing use, (2) modification of the existing use, or (3) demolition and redevelopment of the land.

The only improvements to the property consist of fencing and a farmstead. Retaining the improvements as they exist meets the tests for physical possibility, legal permissibility, and financial feasibility. The improvements are reportedly in serviceable condition and any alternative use of the existing improvements is unlikely to be economically feasible.

Conclusion of Highest and Best Use As Improved

The highest and best use of the subject property, as improved, is continuation of the existing agricultural and recreational use.

Most Probable Buyer

As of the date of value, the most probable buyer of the subject is an owner/user who intends to graze the acreage or use for recreational purposes.

Sales Comparison Approach

Methodology

The Sales Comparison Approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

The process of developing the Sales Comparison Approach consists of the following: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject.

Unit of Comparison

The primary unit of comparison selected depends on the appraisal problem and nature of the property. The primary unit of comparison in the market for properties such as the subject is the price per acre.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location, and (7) physical characteristics.

Comparable Sales Data

We conducted a search for market data in a variety of resources and public records, as well as interviews with knowledgeable real estate professionals in the area.

We considered many transactions but focused our analysis on the six most relevant sales of agricultural properties in the area. The data presented herein were judged to be the most comparable to develop an indication of market value for the subject property.

While some of the sales are not as recent as would be ideal, the market for this type of property has been generally trending very moderately upward.

There is a general trend evident where the smaller magnitude sales reflect higher prices per acre, and the opposite is generally true. Other factors can offset this size/price relationship.

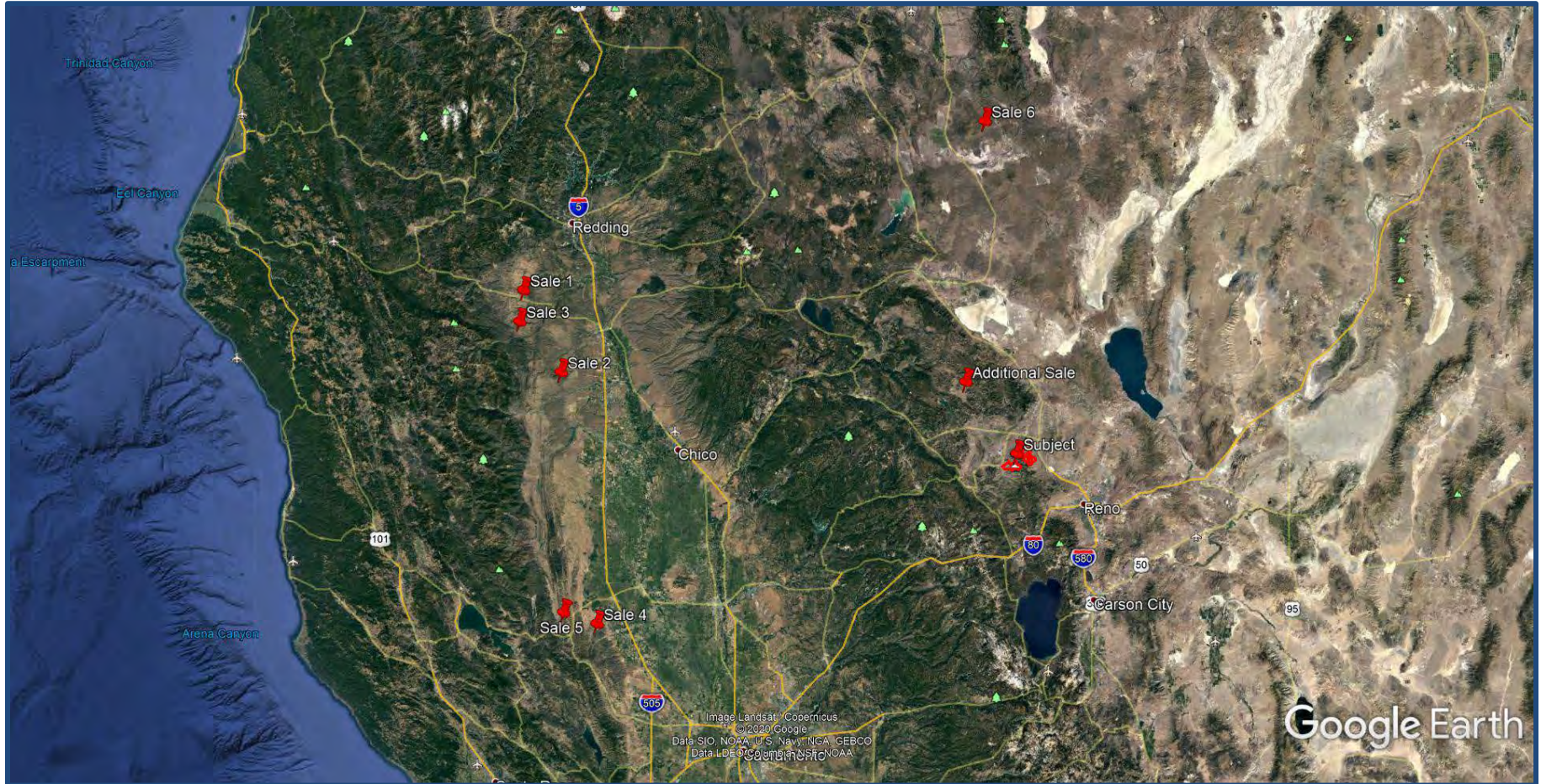
The table on the following page summarizes the sales, followed by a map displaying the location of each comparable in relation to the subject, and a land sale ranking grid which illustrates our analyses.

COMPARABLE SALES DATA

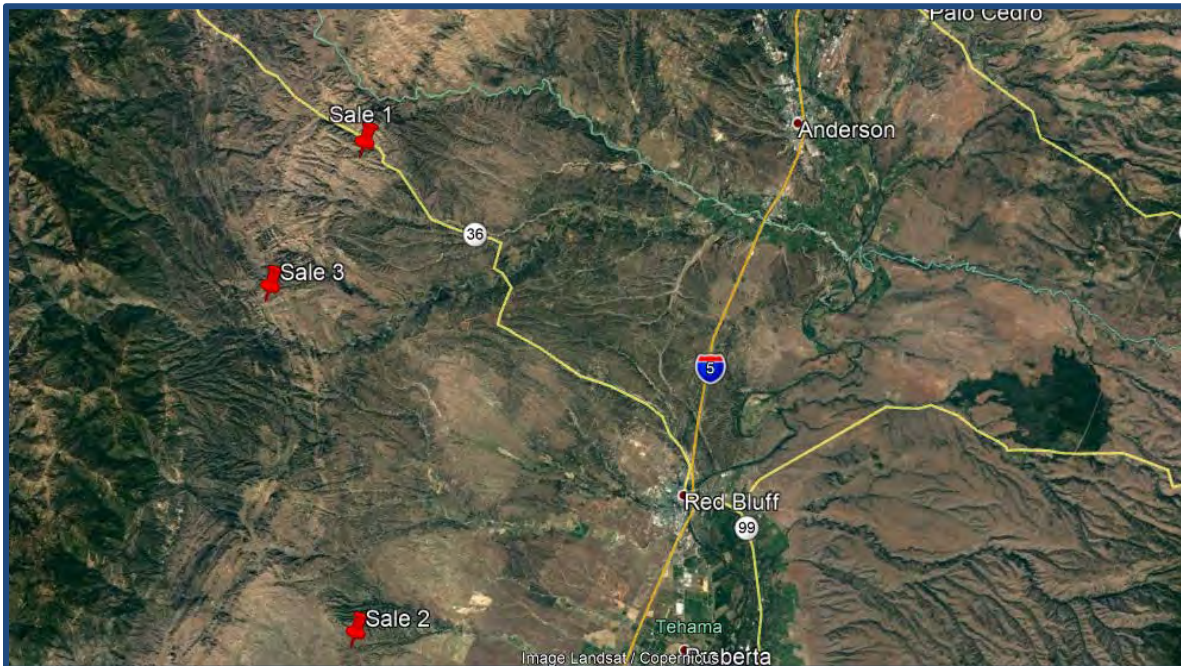
Sale No.	Location	Grantor	Sale Date	Size (acres)
		Grantee Reference No.		Struct Impr Price/Acre
1	24 Miles NW of Red Bluff Red Bluff, Tehama County	Various (Diamond)	6/8/2018	6,579.28
		Lazy Spade	\$6,977,000	None
		Doc#2018-6384		\$1,060
2	14 Miles NW of Corning Flournoy, Tehama County	Lammers Properties, LLC	2/15/2018	5,379.85
		Lowe Trust	\$5,900,000	Farmstead
		Doc#2018-001529		\$1,097
3	Intersection of Pettyjohn and Weemasoul Roads Red Bluff, Tehama County	Cliff Cattle Co.	10/26/2017	16,127.80
		Peyton Pacific Properties, LLC	\$9,000,000	Farmstead
		Doc#2017-13622	\$390,000	\$582
			\$9,390,000	
4	17 Miles W of Williams on Spring Valley Rd & 7 Miles W of Arbuckle by easement off the end of Hahn Road Arbuckle, Colusa County	Brackett Ranches	4/17/2017	8,392.80
		M & R LaGrande	\$6,500,000	Yes
		Doc#2017-1352		\$774
5	18 Miles SW of Williams off of Bear Valley Rd Williams, Colusa County	Brackett Ranches	3/27/2017	12,896.46
		Nobmann, LLC	\$10,000,000	Farmstead
		Doc# 2017-1109		\$775
6	12 miles NE of Ravendale Ravendale, Lassen County	Roberts Trust	7/22/2016	23,500
		Dodge Ranch, LLC	\$9,200,000	Farmstead
		Doc# 2016-3293	(\$1,800,000)	\$315
			\$7,400,000	

Sale 3 is adjusted upward for a cash equivalency adjustment. Sale 6 is adjusted downward to exclude the estimated contributory value of improvements. Some of the other sales also had improvements but they were not significant enough to warrant formal adjustment.

COMPARABLE SALES MAP



SALES 1, 2 AND 3

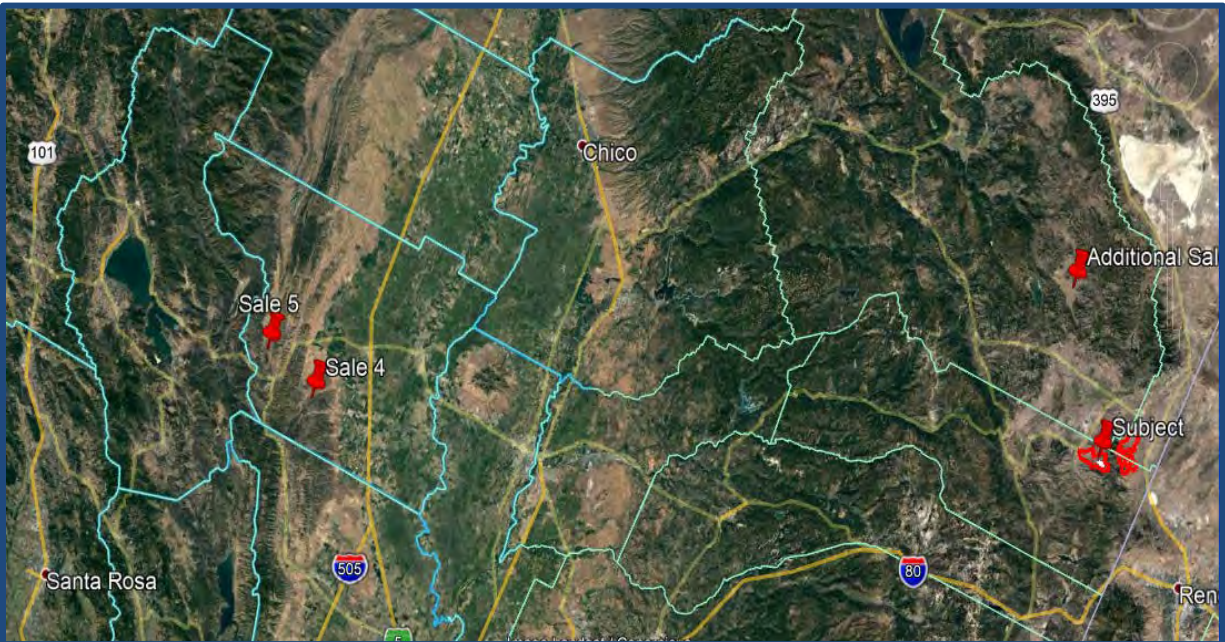


Sale 1 (\$1,060 per acre) This is the sale of approximately 6,578.28 acres of grazeland that abuts Highway 36 on the north end. It has rolling hills in the interior portion and has been used for yearlings for a number of years. The property was purchased with four separate purchase agreements. The property receives surface water but does not have an irrigation system. There is no conservation easement on this property.

Sale 2 (\$1,097 per acre) This is the sale of approximately 5,379.85 acres of grazing land that also consists of improvements. This property has perimeter fencing, single wide mobile home, a hay/pole barn with attached tack room and horse stalls plus a steel corral area with lead up, squeeze, and loading chute. The property has adequate stock water from a variety of reservoirs and a hill water system that is comprised of a well with tank, troughs, and underground pipelines. The topography ranges in elevation from 630'-1050'. The contributory value of the improvements is nominal.

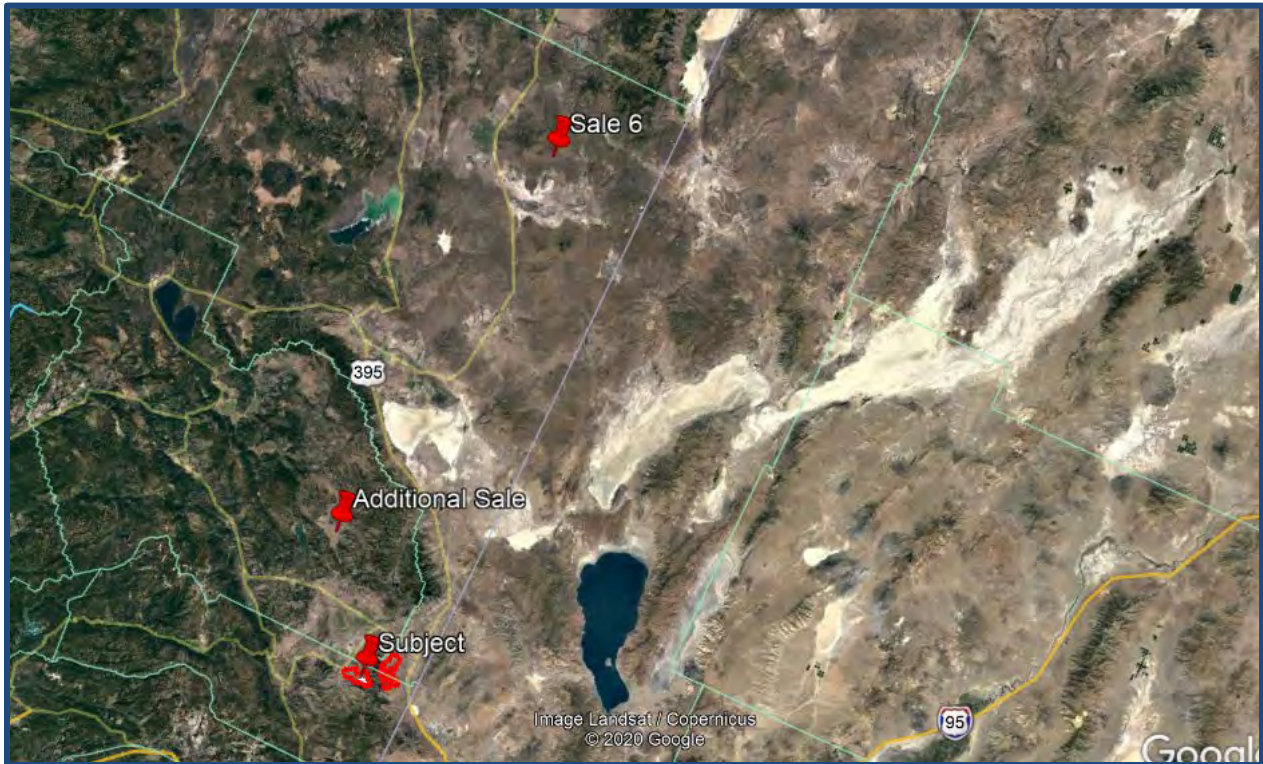
Sale 3 (\$582 per acre) This sale consists of approximately 16,127.82 acres of dry/ native foothill rangeland pasture located 16 miles west of Red Bluff and Interstate 5, south of Highway 36 in Tehama County. The sale is improved with three main farmstead areas that were reportedly modest and offered minimal to no contributory value. The property is perimeter fenced with some cross fencing and is reported to accommodate 700 pair on a seasonal basis. The topography varies from generally flat terrain to steeply rolling/ sloping land and the elevations range from 800'-2,066'. The native cover ranges from open/sparsely oak studded areas to dense brush, thick tree cover and significant rock outcroppings. The property does not receive water from an irrigation district, and there are no ag or deep wells on the property. There are several stock water ponds/reservoirs located throughout the property. Stock water is also derived from three solar powered domestic wells. The property sold for \$9,000,000, with favorable owner financing resulting in a cash equivalency adjustment of \$390,000 per the confirming source.

SALES 4 AND 5



Sale 4 (\$774 per acre) This is the sale of approximately 8,392.80 acres of grazing land that is located west of Williams and west of Arbuckle. The property is improved with a cabin and barn that are of negligible value. The topography ranges from flat, to moderately sloping and undulating, to steep. The carrying capacity for this ranch is reportedly to be around 700 pair per season. PG&E is available in some areas, and stock water is provided by seasonal creeks, ponds, and springs.

Sale 5 (\$775 per acre) Approximately 12,896.46 acres of winter livestock range, with flat and gently sloping, to moderately sloping and undulating, to steep variations in topography. Access to the property is via paved and gravel based public roads. There is no irrigation water available to the property, stock water is provided from creeks, ponds, and wells with troughs. Utilities are minimal with only telephone service available. Electric power is provided by private hydroelectric plant supplied by the creek and backup solar panels. The property is improved with a manufactured home, cabin, powerhouse, and stock barn. The contributory value of the improvements is approximately \$70,000 which is considered negligible at about \$5 per acre overall. Some of the property is within a designated flood zone. This ranch is encumbered by an American Land Conservancy Conservation Easement which is nominally restrictive to (livestock grazing, no subdivision, and limits on residential improvements). The conservation easement has only a minor negative value impact as it does not change the highest and best use of the land. This property is within the Williamson Act.

SALE 6

Sale 6 (\$315 per acre) This is the sale of Dodge Ranch near Ravendale. The ownership totaled 23,500 acres in 27 nearby but non-contiguous parcels that are connected by BLM acreage. The acreage is at 5,000 to 6,000 feet in elevation making it similar to the subject in this regard. The property is improved with three dwellings, one bunkhouse, a shop, haybarn, along with livestock corrals and working facilities. The improvements were reported at \$200,000. Farm equipment was included in the sale which was valued at \$1,600,000. The property had been used for hay production.

An **additional sale** was also considered, but it is quite stale, and confirmation was not complete. It sold in 2014 and consists of about 12,000 acres at about 4,000 to 5,000 feet elevation in the Dixie Valley area about 20 miles north of the subject, plus about 5,100 acres of winter range west of Red Bluff. The sale also included 103,000 acres of adjoining BLM/USFS acreage under lease. The acreage features multiple dwellings, some of which are significant, as well as numerous other smaller structures and improvements. Including the improvements, the gross price is reported at \$586 per acre, but due to the laws in existence at the time, the sale price is not reflected in the deed and cannot be confirmed. We have considered this as an additional sale due to its proximity to the subject and similarity in altitude.

Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment to the comparable was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

These items are applied prior to the application of market conditions and property adjustments. Transaction adjustments include: Real Property Rights Conveyed, Financing Terms, Conditions of Sale, and Expenditures made immediately after purchase.

Sale 3 involved favorable owner financing, and this has already been adjusted. Sale 5 sold with a conservation easement, but it does not change the highest and best use of the land and the impact on value is not profound. Nonetheless, Sale 5 involved inferior property rights, and it warrants upward adjustment for this factor. None of the other sales required adjustment for these transactional factors.

Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuations in supply and demand and other factors. The sales are arranged in descending order by sale date. The comparables are considered to represent generally recent sale transactions, relatively near the date of value. Furthermore, the market for this type of property has been relatively level, with a slight upward trend. Overall, while no formal adjustment is applied, we have considered the improving general economic trends in our reconciliation.

Property Adjustments

Property adjustments are based on locational and physical characteristics and are applied after the application of transaction and market conditions adjustments. We have summarized our adjustment analyses below. The pertinent elements of comparison and adjustments, if warranted, are based on our market research, best judgment, and experience in the appraisal of similar properties.

We have considered location with regard to proximity to linkages and accessibility. We have also considered the differences in topography, water improvements and structures, and magnitude. Severe topography limits productivity. Water and structural improvements are a factor in value enhancement, and there is a recognized relationship between size and price. Larger magnitude sales will almost universally sell for less per unit of measure than smaller magnitude sales, although this factor can sometimes be offset to some extent by other elements of comparison.

The valuation analyses are summarized in the following ranking array. The sales are arranged in descending order by sale price per acre. In such an array, the indicated value for the subject is shown on the following page below those which require downward adjustment, and above those which require upward adjustment.

RANKING ARRAY

No.	Location	Sale Date	Size (Acres)	Price/Acre	Comment
2	Lowe Trust - Corning Tehama County	2/15/2018	5,379.85	\$1,097	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
1	Lazy Spade - Red Bluff Tehama County	6/8/2018	6,579.28	\$1,060	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
5	Nobmann, LLC - Williams Colusa County	3/27/2017	12,896.46	\$775	Downward adjustment is required for the lower elevation, superior accessibility and year round utility. These offset a slight upward adjustment for inferior property rights.
4	M & R LaGrande - Arbuckle, Colusa County	4/17/2017	8,392.80	\$774	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
3	Peyton Pacific - Red Bluff Tehama County	10/26/2017	16,127.80	\$582	Downward adjustment is required for the lower elevation, superior accessibility and year round utility. These offset a slight upward adjustment for larger magnitude.
Subject	Loyalton Ranch	5/20/2020	10,273.95	\$400	Three acreage components of 4,272, 3,582 and 2,419 acres with the larger portions having access from a public road, and the third being very remote and accessible only via easement.
6	Dodge Ranch	7/22/2016	23,500.00	\$315	Upward adjustment for greater magnitude, and a slight upward adjustment for improved market conditions.

Reconciliation and Conclusion

The sales reflect range of \$315 to \$1097 per acre. Sale 6 is the lowest indicator which is the largest in magnitude. A reasonable value for the subject would be higher than the indication from Sale 6. The highest indicators are Sales 2 and 1, both of which are much smaller in magnitude, and both have superior access and utility. The remaining sales reflect a range from \$582 per acre to \$775 per acre.

All of the sales are agricultural grazeland in nature and offer varying degrees of improvements. Sale 4 (\$774/acre) is closest in size compared to the subject but has superior access. A reasonable value for the subject would be less than \$774 per acre. Sale 3 (\$582/acre) has lower elevation, superior accessibility, and is larger in magnitude. A reasonable value for the subject would lower than \$582/acre. A value of \$400 per acre is concluded.

Sales Comparison Approach Conclusion

Overall, we have concluded that the value of the subject property, as of the effective date of value of May 20, 2020 can be calculated on the basis of \$400 per acre. This figure results in a value indication of \$4,110,000.

Value Indication via Sales Comparison Approach	
Total Acres	10,273.95
Value per Acre	\$400
Value Indication via Sales Comparison Approach	\$4,109,580
	<i>rounded</i>
	\$4,110,000

Reconciliation

Only one approach to value was considered applicable, therefore, no formal reconciliation is required.

The indicated value from the applicable approach and our concluded market value for the subject property are summarized in the following table.

Value Indications

Approach to Value	As Is
Cost	Not Applicable
Sales Comparison	\$4,110,000
Income Capitalization	Not Applicable

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
Value Conclusion	\$4,110,000
	<i>\$400.04 per acre</i>

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

Hypothetical Conditions:

- None

Exposure Time and Marketing Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, similar marketing and exposure time estimates of four to six months are considered reasonable and appropriate for the subject property.

General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Northern California will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Northern California is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats, and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Northern California and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability, or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Northern California.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed, nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment, or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state, or local laws, regulations, or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Northern California both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Northern California and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Northern California or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Northern California for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Northern California shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Northern California. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Northern California and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Northern California harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Northern California in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Valbridge Property Advisors | Hulberg & Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
41. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy, or the market in which the subject property is located. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Certification – John A. Hillas, MAI, SRA

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. John A. Hillas has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



John A. Hillas, MAI, SRA
Managing Director
California Certified License #AG002432

Addenda

Glossary

Qualifications

- John A. Hillas, MAI, SRA - Managing Director

Information on Valbridge Property Advisors

Office Locations

Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 6th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management, often a long-term lease to a credit tenant. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants, but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.

The property is subjected to market conditions prevailing as of the date of valuation.

Both the buyer and seller are acting prudently and knowledgeably.

The seller is under compulsion to sell.

The buyer is typically motivated.

Both parties are acting in what they consider to be their best interests.

An adequate marketing effort will be made during the exposure time.

Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date on which the appraisal or review opinion applies. (SVP)

In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time

The time a property remains on the market. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full-service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

Gross leasable area plus all common areas.

For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical

possibility, financial feasibility, and maximum productivity.

The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)

[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

Industrial Gross Lease

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance, and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping, and architect's fees). (Dictionary)

Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

See also Positive Leasehold and Negative Leasehold.

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a short time period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural

columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated.

Both parties are well informed or well advised and acting in what they consider their own best interests.

A reasonable time is allowed for exposure in the open market.

Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense

responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed– reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party, a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

TPO

Thermoplastic polyolefin, a resilient synthetic roof covering.

Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, net net net lease, or fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

VTAB

Value of the Total Assets of a Business. The value of a going concern (i.e. the business enterprise). (Dictionary)

Qualifications

Qualifications of John A. Hillas, MAI, SRA
Managing Director
Valbridge Property Advisors | Northern California



Independent Valuations for a Variable World

State Certifications

Certified General RE Appraiser
State of California

Formal Education

B.B.A.
Business Administration
University of Oregon

A.A.S.
Business Administration
Anchorage Community College

Contact Details

209-623-1451 (p)

jhillas@valbridge.com

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Memberships/Affiliations/Honors

Member	Appraisal Institute
2012 Chair	Appraisal Institute Fall Conference
2009 & 2020 Chair	Appraisal Institute Spring Conference
2008 Chair	Appraisal Institute Region One
2007-08 Director	Appraisal Institute Board of Directors
2004 President	Northern CA Chapter, Appraisal Institute
1998 President	Sierra Chapter, Appraisal Institute
Associate Member	American Society of Farm Managers & Rural Appraisers (ASFMRA)
Expert Witness	Superior Courts of Stanislaus, Merced, Placer and Sacramento Counties

Appraisal Institute Related Courses & Examinations Passed

Appraisal Institute: All courses and examinations required for the MAI and SRA designations, as well as thousands of hours of continuing education.

Speaking Engagements:

Nor-Cal Chapter, Appraisal Institute:

Authored/Presented Workshops:

- "Analyzing Operating Expenses"
- "Adjustments in Valuation Analyses"
- "Appraisal of Small Residential Income Properties"
- "Mastering Marshall – Using Marshall & Swift Cost Data"

Risk Management Association (RMA) Central Valley Chapter:

Authored/Presented Workshop:

- "Real Estate Overview"

California Chapter, ASFMRA

Authored/Presented Workshop:

- "Valuation of Transitional Property"

San Joaquin County Assessor In-house Training:

Authored/Presented Seminar:

- "Valuation of Subdivision Properties"

Related Valuation Experience

Valuation experience includes all sorts of general commercial, industrial, retail, office, multiple-unit residential, existing, and proposed residential, commercial, and industrial subdivisions and transitional land, commercial and agricultural lands including large ranches, orchards, and cropland. Work has been performed for a wide variety of needs including estate planning/filing, lending, condemnation, and general litigation support.

Managing Director

ValbridgePropertyAdvisors | Northern California (2013-Present)
Modesto, California

Senior Vice President, Branch Manager

Hulberg & Associates, Inc. (2007-2013 joined to create Valbridge Property Advisors in 2013)
Modesto, California

Owner/Appraiser

Sierra Valuation Consultants (1996-2007)
Modesto, California

Senior Appraiser

National Valuation Consultants, Inc. (1995-1996)
Denver, Colorado

Senior Appraiser

San Francisco Federal Savings and Loan (1992-1995)
Modesto, California

Senior Appraiser

Private Real Estate Valuation Firm (1991-1992)
Modesto, California

Appraiser

Stockton Savings Bank (1987-1991)
Modesto, California

Appraiser

Hillas Appraisal Company (1980-1987)
Homer, Alaska



Valbridge
PROPERTY ADVISORS



FAST FACTS

COMPANY INFORMATION

- Valbridge is the largest independent national commercial real estate valuation and advisory services firm in North America.
 - Total number of MAI-designated appraisers: 200+ on staff
 - Total number of office locations: 70+ across U.S.
 - Total number of staff: 675+ strong
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.



Valbridge

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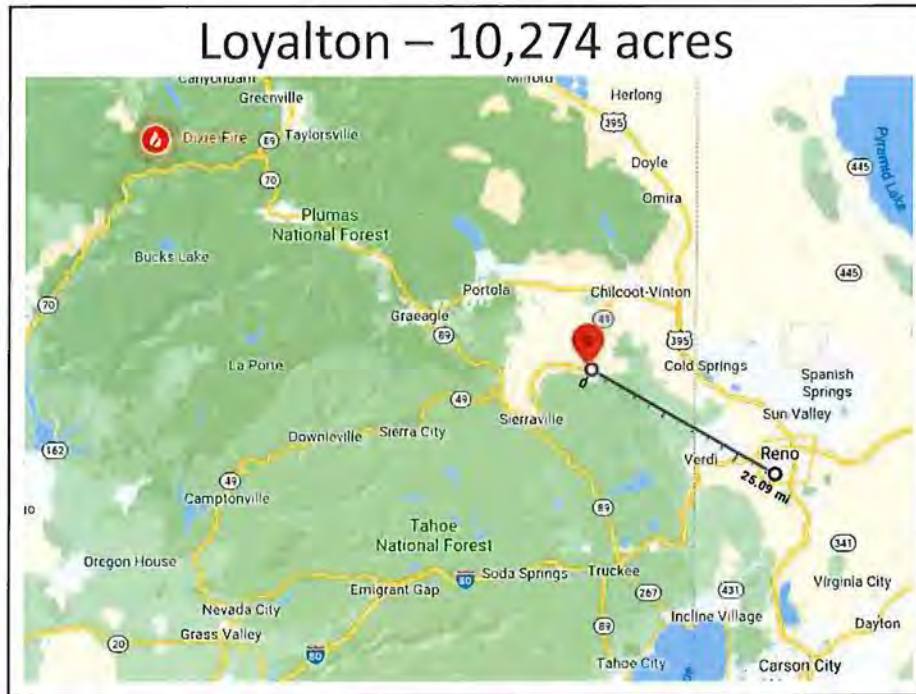
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262.782.7990



1

History

- May 10, 1977 Council Meeting approved \$2000 for 60 day option to permit analysis of geothermal.
- July 8, 1977 Geonomics, Inc report after drilling 2,200 foot well
"With present evidence, it appears that the temperatures are not sufficient for electrical power generation, but the data is not conclusive."
- July 12, 1977, Chair of Parks and Rec Commission recommended purchase of site as *"a potential out-of-the-city Park for camping, hiking and water resources"*
Councilmembers Texera, Kiely and Mahan did not want land used for recreation. Council voted unanimously to purchase the land with utility funds appropriating \$1.703M. (Note : Gary Gillmor was realtor representing sellers)

2

History

- 2014: 50 acres sold to County for landfill
- Aug 29, 2017: *"City Staff recommends to the Council that the Loyalton Property be deemed surplus and sold".*
"City would also be free of liability hazards caused by trespassers." Debi Davis continued item
- March 27, 2018 SVP again recommended selling Loyalton to build new SVP offices
- July 2019 New grazing contract for \$43K but amended in October to \$21.7K
- April 2020 Property assessed at \$4.11 Million by Valbridge
- August 17-19, 2020 : Loyalton Fire burned 90%
- Sept 8, 2020 Staff visits to assess damage. Structures completely destroyed

3

April 2020 Appraisal – before fire

- + Full Valbridge Property Advisors appraisal report is in Coucil Packet
- + Appraised at \$4.11 Million or \$400.04/acre
- ***"Highest & Best Use - As Vacant : Grazing land"***
- *"the property was purchased in 1977 for \$1,613,850 (\$157/acre)."*
- *"The property was not physically inspected by the appraiser." "10,000 acres of rural acreage, much of which has limited accessibility"*

"The property has historically been used for seasonal grazeland... snow limits grazing during winter and into the early spring"

*"Although Loyalton is the biggest community within Sierra County it has been called **"the loneliest town in America"** because visitors are few and far between. Despite the scenic views and pleasant small-town atmosphere, **there is not much to attract tourism keeping the town much as it was 150 years ago: small, quiet, and full of wildlife and natural beauty.**"*

4

A terrible investment

- Purchased for \$1.614 Million in 1977
- Valued before fire at \$4.11 Million
- 5 year grazing lease in 2019 for \$21,750/year
- Property Tax in 2019 was \$13,497
- Staff time is 5% of FTE = approx. \$7500 including benefits
- $\$13,497 + 7500 = \$20,997$
- SVP estimates \$24,000 aerial survey of fences + \$20,000 demolition of structures
- =====
- Taking \$1,613,815 into online inflation calculator → \$7.053 Million in 2021
- City's average return on investments is 1.49%, CalPERs return 6.5%
- $0.0149 * \$4.11M = \$61,239$, $0.065 * \$4.11M = \$267,150$

5

Dixie Fire and Climate Change

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Climate crisis in the American west

Dixie fire threatens thousands of California homes amid wind and lightning

Firefighters faced 50mph gusts while working to contain the month-old fire, the largest among more than 100 blazes in the west

Guardian staff and agencies
Mon 16 Aug 2021 15:17 EDT

f t e



CalFire: 8/16/2021

569,707 Acres

34% Contained

Active Active for 33 days

4 Counties Butte, Plumas and Lassen

The Dixie Fire is now the second-largest fire in California history. It has charred an area larger than the city of Los Angeles and destroyed at least 1,173 structures.

<https://www.theguardian.com/us-news/2021/aug/16/dixie-fire-california-latest-wind-lightning>

6

From: Bush, Joshua@Wildlife <Joshua.Bush@wildlife.ca.gov>

Sent: Monday, September 27, 2021 1:33 PM

To: City Attorney <CityAttorney@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; Lisa Gillmor <LGillmor@SantaClaraCA.gov>; Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>

Subject: Loyalton Ranch - CDFW Interest

Hi:

After watching the City Council Meeting recording from 9/18/21, I am writing to convey CDFW's interest in purchasing the City's Loyalton Ranch Property (Property). CDFW's Hallelujah Junction Wildlife Area (HJWA), operated for wildlife oriented recreation and wildlife habitat conservation, is adjacent to your Property and we have had a longstanding desire to purchase for conservation and open for public recreation. The Property is critical winter range for the migratory Loyalton-Truckee deer herd and well situated to add to a network of conserved lands in the area. We work with several NGO conservation partners in the area who would be happy to pledge support for sale to CDFW. Since the 2020 fire, CDFW staff have been actively restoring the HJWA in order to graze cattle and would be happy to talk fire recovery, reclamation costs, and share information if you desire to hold interest in the ranch.

I am happy to chat about our acquisition process any time. Please keep me in the loop as you work toward a decision on the Loyalton Ranch Property.

Thanks for your time.

Josh

Joshua Bush
Unit Wildlife Biologist: Colusa, Lake and Yolo Counties
Regional Land Acquisition Coordinator
California Department of Fish and Wildlife
North Central Region (2)

Council and Authorities Concurrent Meeting on 2021-10-26 4:30 PM

Meeting Time: 10-26-21 16:30

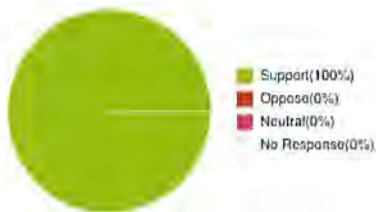
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Council and Authorities Concurrent Meeting on 2021-10-26 4:30 PM	10-26-21 16:30	46	1	1	0	0

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Council and Authorities Concurrent Meeting on 2021-10-26 4:30 PM

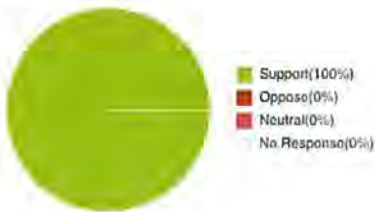
10-26-21 16:30

Agenda Name	Comments	Support	Oppose	Neutral
7. 21-14001 Discussion and Possible Direction on Consideration of the Sale of the Loyalton Ranch Property	1	1	0	0

Sentiments for All Agenda Items

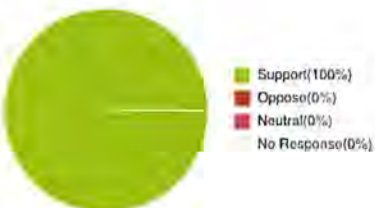
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for 7. 21-14001 Discussion and Possible Direction on Consideration of the Sale of the Loyalton Ranch Property

Overall Sentiment



Lucy Blake

Location:

Submitted At: 1:47pm 10-26-21

I am writing as President of the Northern Sierra Partnership, the campaign to conserve and restore large, contiguous landscapes across the northern Sierra. We strongly support the acquisition of the recently burned Loyalton Ranch by the CDFW. The restoration of the property will be a huge financial undertaking and probably a low priority for the City. Selling the property to CDFW will ensure that the property is conserved and gradually restored to ecological health. Sincerely, Lucy Blake